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APRIL-JUNE 1989

URBAN/MUNICIPAL

MINUTES OF THE MEETINGS
OF THE COUNCIL OF
HAMILTON

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, APRIL 11, 1989
7:30 O'CLOCK, P.M.

URBAN MUNICIPAL
OCT 4 - 1989
GOVERNMENT DOCUMENTS

The Council met.

PRESENT: Alderman T. Cooke, Acting Mayor

Aldermen Kiss, Agro, McCulloch, Drury, Copps, Christopherson,
Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray.
His Worship Mayor Morrow was on civic business

The Acting Mayor called the meeting to order.

The Rev. D. Hillis, Mount Albion Pentecostal Church led the Council in prayer.

The Acting Mayor made the following proclamations:

1. (i) Volunteer Week April 9 - 15, 1989
- (ii) National Wildlife Week April 9 - 15, 1989
- (iii) National Citizenship Week April 16 - 22, 1989
- (iv) Special Presentation - Volunteer Week

The minutes of the meeting of March 23, 1989 and March 28, 1989 were taken as read and approved.

The following communications were received and forwarded to the appropriate Committee, except as indicated:

1. Application from Carmelo Chiarelli, for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District for property at 173 Stone Church Road West, dated March 28, 1989.
2. Application from 658414 Ontario Inc., 1515 Upper Ottawa Street, for a change in zoning from "M-12" (Prestige Industrial) District to M11" (Prestige Industrial) for property at 1515 Upper Ottawa Street, dated March 30, 1989.
3. Application from 428680 Ontario Limited c/o Herbert Schreiber for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District for lands in the area North of Rymal Road East and East of Upper Wellington, dated March 30, 1989.
4. Application from Landawn Shopping Centres (National) Limited, 11, Polson Street, Toronto, Ontario for a modification to the "KK" (Restricted Heavy Industry) District for lands south of CNR Railway and east of Highway No. 20, dated April 5, 1989.
5. Application from Mrs. Frances Marchetti, 404 Cochrane Road South for a modification to the "C" (Urban Protected Residential, etc.) District to permit a hairdressing business within the existing dwelling for property at 404 Cochrane Road South, dated April 5, 1989.

6. Application from Gnas Land Group Inc., Sam Mercanti, President for a modification to the "M-12" (Prestige Industrial) District for lands in the area south of Rymal Road and east of Upper Ottawa Street, dated April 5, 1989.
7. Application from Landawn Shopping Centres, 11 Polson Street, Toronto, Ontario for a modification to the "G" (Neighbourhood Shopping Centre) District to permit a pylon sign for property at 905 Rymal Road East, dated April 7, 1989.
8. Letter from Mr. E. A. Simpson, City Clerk, advising objection received to By-law Number 89-83, dated April 7, 1989. (NO ACTION TAKEN)
9. Letter from Hamilton Status of Women Sub-Committee regarding the request for funding by the promoters of the Miss Hamilton Pageant, dated April 11, 1989.
10. Copy of a letter dated April 10, 1989 from Alderman Wm. McCulloch, Chairman, Finance Committee regarding a grant to the Miss Hamilton Pageant.

It was moved by Alderman McCulloch, seconded by Alderman Agro and carried, that Council move into Committee of the Whole to consider the following Reports, with Alderman Murray in the chair.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch, Drury, Copps, Christopherson, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

(A) CO-ORDINATING COMMITTEE - EIGHTH REPORT.

Recorded Vote on Section 3

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch, Drury, Christopherson, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 13

NAYS: Alderman Copps. - 1 (carried)

(B) TRANSPORT AND ENVIRONMENT COMMITTEE - EIGHTH REPORT

Recommendation of the Co-ordinating Committee on Section 3 was carried.

(C) PARKS AND RECREATION COMMITTEE - NINTH REPORT

(C) PARKS AND RECREATION COMMITTEE - TENTH REPORT

It was moved by Alderman Gallagher, seconded by Alderman Christopherson that Section 1 of the Tenth Report of the Parks and Recreation Committee be amended by adding the following as subsection (d)

"(d) That all work and expenditures cease until discussions are held with the Provincial Minister of the Environment". (carried)

(D) PLANNING AND DEVELOPMENT COMMITTEE - NINTH REPORT

(D) PLANNING AND DEVELOPMENT COMMITTEE - TENTH REPORT

It was moved by Alderman Smith, seconded by Alderman Merling that Section 1 of the Tenth Report of the Planning and Development Committee be tabled. (carried)

(E) LEGISLATION COMMITTEE - SEVENTH REPORT

It was moved by Alderman Ross, seconded by Alderman Agro that Section 1 of the Seventh Report of the Legislation Committee be amended by deleting the "Note" in the second paragraph and substituting in lieu thereof the following:

"NOTE: Members of City Council who would like to be considered as a delegate to the upcoming F.C.M. Conference in June are asked to advise the Secretary of the Legislation Committee. In the event more than six Aldermen are interested in this Conference, attendance will be determined by "lot" by the Legislation Committee." (carried)

(G) FINANCE COMMITTEE - EIGHTH REPORT

Recorded vote on the giving of a grant to the Miss Hamilton Pageant as contained in section 12.

YEAS: Aldermen Agro, McCulloch, Lombardo, Smith, Merling, Gallagher, Ross, Murray. - 8

NAYS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Drury, Copps, Christopherson, Jackson. - 6 (carried)

Recorded vote on section 13 of the Finance Committee

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch, Drury, Copps, Christopherson, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 13

NAYS: Alderman Lombardo - 1 (carried)

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: That the reports of the Committee of the Whole on the reports be the same, now be adopted.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch, Drury, Copps, Christopherson, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: that the following Bills be now read a first time.

A-13
B-47, B-48, B-49
D-41, D-42, D-43

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch, Drury, Copps, Christopherson, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

It was moved by Alderman McCulloch and seconded by Alderman Agro that Council move into Committee of the Whole (second reading) to consider the following Bills, with Alderman Murray in the chair.

A-13
B-47, B-48, B-49
D-41, D-42, D-43

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch, Drury, Copps, Christopherson, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

Consideration of the Bills (second reading)

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: that the Report of the Committee of the Whole on the following Bills:

A-13
B-47, B-48, B-49
D-41, D-42, D-43

be, and the same is hereby adopted.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch, Drury, Copps, Christopherson, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: that the Bills be now read a third time.

A-13
B-47, B-48, B-49
D-41, D-42, D-43

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch, Drury, Copps, Christopherson, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

It was moved by Alderman Merling, seconded by Alderman Smith that Section 1 of the Tenth Report of the Planning and Development Committee be lifted from the table and considered in-camera.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch, Drury, Copps, Christopherson, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

Council adjourned to Room 233 to discuss this clause in-camera following which they returned to the Council Chambers.

During the debate on clause 1, a motion was put calling for the question.

Recorded vote:

YEAS: Aldermen Agro, McCulloch, Lombardo, Smith, Jackson, Merling,
Gallagher, Ross, Murray. - 9

NAYS: Aldermen T. Cooke, Acting Mayor, Aldermen Kiss, Drury, Copps,
Christopherson. - 5 (carried)

It was moved by Alderman Smith, seconded by Alderman Merling

That sub-section (b) of section 1 of the Tenth Report of the Planning and Development Committee be amended by deleting the figure \$200,000 in the 8th line and by substituting in lieu thereof the figure \$400,000, and further;

That sub-section (e) be amended by deleting the figure \$200,000 in the second line and by substituting in lieu thereof the figure \$400,000 and further;

That the agreements appended thereto be amended accordingly.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Agro, McCulloch,
Drury, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray.
- 11

NAYS: Aldermen Kiss, Copps, Christopherson - 3 (carried)

It was moved by Alderman Drury, seconded by Alderman Gallagher

That Section 1 of the Tenth Report of the Planning and Development Committee be amended by adding the following as sub-section (m)

1 (m) That the appropriate agreements be amended to provide for the 74 parking spaces, to continue to be utilized and maintained as a parking garage throughout the term of the Ground Lease as presently constructed and that the lease amending Agreement incorporate this amendment.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Agro, McCulloch, Drury,
Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 11

NAYS: Aldermen Kiss, Copps, Christopherson - 3 (carried)

It was moved by Alderman Agro, seconded by Alderman Drury

That the following be added as sub-section (n) of section 1 of the Tenth Report of the Planning and Development Committee

- 1 (n) That the foregoing be subject to confirmation satisfactory to the City's legal Counsel that the indemnity provided by GGS Co. Ltd. is enforceable in accordance with its terms.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Agro, McCulloch, Drury, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray.
- 11

NAYS: Aldermen Kiss, Copps, Christopherson. - 3 (carried)

It was moved by Alderman Smith, seconded by Alderman Merling

That Section 1 of the Tenth Report of the Planning and Development Committee be adopted as amended:

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Agro, McCulloch, Drury, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 11

NAYS: Alderman Kiss, Copps, Christopherson -3 (carried)

NOTICE OF MOTION

Alderman Ross served notice that he would move at the next regular meeting of Council, the following:

1. That any new staff hired by the City be encouraged to move/live in Hamilton.
2. That where the City is paying for the relocation of a new staff member, that we will only pay for the move if they relocate to Hamilton.

City Council adjourned at 9:50 o'clock, p.m.

REPORT OF THE CO-ORDINATING COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Co-ordinating Committee presents its EIGHTH Report for 1989 and respectfully recommends:

1. (a) That an amount of \$1 150 be made available for the purposes of promoting the Ontario Business Improvement Area Association Conference (O.B.I.A.A.) in Sault Ste. Marie, Ontario in 1989 in preparation for hosting the 1990 Conference in Hamilton in May of 1990.

(b) That this cost be charged to Account No. CH55307 80040.
2. (a) That the City Clerk be authorized to arrange with Cable 14 T.V. Hamilton for the provision of a video tape of council meetings for the remainder of 1989 at an approximate cost of \$500.

(b) That this expenditure be charged to the Unclassified Expenditure Account.

(c) That the video tapes form part of the City Clerk's Records Library and if any copies are required, the cost of same be borne by the individual requesting same.

NOTE: Cable 14 has advised that over the past months they have received requests from various civic officials for copies of the tapes of council meetings. They further advised that in the past they have been more than pleased to provide these at little or no charge, however, the requests have become much more frequent and that it is not uncommon to receive numerous requests for copies of the same meeting.

The estimated life time of an image on video tape is only five years, therefore, a permanent video record of council meetings is not possible.

- *3. (a) That \$75,000. of the \$143,588.42 surplus from the York Boulevard Parkade Project be made available to The Parking Authority to provide for the following improvements to the York Boulevard Parkade:

* Recorded vote, see page 508

1 extra ticket machine	\$ 5 000
Security system	50 000
Rooftop ticket machine	5 000
Upgrades to landscaping	5 000
Signage/banners, advertising	10 000
TOTAL	<u>\$ 75 000</u>

- (b) That the balance of \$68,588.42 being the remainder of the surplus be provided in an appropriate reserve for future capital expenditures related to the York Boulevard Parkade.

NOTE: The original appropriation for the York Boulevard Parkade Project was \$7 200 000.

4. (a) That an Option to Purchase the property known as 253 King William Street, duly executed by Jack Oosterveld on March 21, 1989 and scheduled for closing on or before December 8, 1989, be approved and completed.
- (b) That the appropriate City officials execute all required documents.

NOTE: The subject property has a frontage along the northerly limit of King William Street of 32.2 metres (106 feet) by a depth of 35.2 metres (115.5 feet) and is legally described as part of Lot 22, Registered Plan 36. The purchase price of \$445 000 is subject to a pro rata adjustment for each square metre of difference between the area of the property set out herein and the area calculated by a survey.

The purchase price is to be charged to Account No. CF 5010 908645001.

The acquisition of the property was initiated by The Parking Authority of the City of Hamilton in order to meet the parking requirements in the downtown area. This purchase was approved by The Parking Authority at its meeting on March 29, 1989.

5. That Mr. Reg Wheeler be appointed an Honourary Member of the Canadian Football Hall of Fame and Museum Management Committee for life with full voting privileges.

NOTE: The Canadian Football Hall of Fame and Museum Management Committee at its meeting held 1989 March 6 recommended that Mr. Wheeler be an honourary member of the Committee in light of his contribution to the Management Committee and the Induction Committee over the years.

The Canadian Football League is in agreement with this recommendation.

6. (a) That the 1989-1993 Capital Budget attached hereto as Appendix "A" be approved.
- (b) That the debt charges shall not exceed an average of 12.5% of the estimated adjusted municipal levy over the five year Capital Budget.
- (c) That the policy established in 1982, whereby any unexpended portion of the municipal contribution to a Local Board be placed in a reserve for capital projects for that Board, be continued in 1989 and subsequent years to the extent that only adequate reserves are accumulated by the Board (as opposed to excessive reserves) and beyond this point such funds may be allocated to other areas requiring Local Board funding including any annual shortfall (amount required in excess of the municipal contribution).
- (d) That the employment impact of each project be given consideration.
- (e) That the six mill capital levy continue with specific reference to the "Pay-As-You-Go" policy, on the understanding that the expenditure program for the Reconstruction of Roadways, Abutting Sidewalks and other Sidewalks - Local Roads, be given first priority of the annual financing from this source. The balance of this six mill levy to be assigned to finance such other capital projects as directed by City Council.
- (f) That where the construction specifications of a capital project go beyond the normal requirements of the City of Hamilton as a result of financial involvement with outside groups such as institutions, private sector corporations, individuals, or other groups, that such outside contribution be in a form satisfactory to the City Treasurer and the Co-ordinating Committee before City Council is requested to confirm the gross cost of the project and the financial contribution of the City.
- (g) That new projects be introduced only in the fifth year of the program, or where Council is able to trade-off an existing project already included in the previous year's five year program.

NOTE: For the information of the Members of City Council, the Co-ordinating Committee wishes to advise that the projects listed on Appendix "B" attached hereto, which were recommended by the various Standing Committees and Boards, have been deleted from this five year Capital Budget Program.

The Committee further wishes to advise that the net financing of Capital Projects is \$103 000 000 consisting of \$31 000 000 from Reserves, \$29 000 000 from the Capital Levy out of Current Funds, and \$43 000 000 in new debt.

The debt charges do not exceed an average of 12.5% of adjusted levy over the five year period. Debt charges increase at an average rate of 6.5% each year over the five year period and rise from \$14 300 000 in 1989 to \$18 000 000 in 1993.

7. (a) That an amount of \$1 300 be appropriated for the purchase and installation of an appropriate plaque in the Unified Family Court Building (Carnegie Library) to recognize the architectural and historical value of the building as well as its original architect, Mr. A. W. Peene, who is considered as one of Hamilton's more important and influential architects at the turn of the century.
- (b) That this expenditure be charged to the Unclassified Expenditure Account.

NOTE: The original bronze plaque in the entrance hall of the former library was removed at the time of the library relocation to York Boulevard. It is now located in the foyer of the new library along with a bust of Andrew Carnegie. The Library Board is not interested in returning the original plaque to the Unified Family Court Building nor, in fact, is it any longer relevant inasmuch as it refers to the Library Board Members involved at the time rather than the building and its architect.

8. That His Worship Mayor Robert M. Morrow officially correspond with the Honourable Harvey Andre, Minister Responsible for Canada Post Corporation, to advise of the position of City Council that the postal operations currently carried on at the Main Post Office, not be transferred out of the City of Hamilton, at such time as the post office vacates the property at Main and John Streets.

9. That leave be granted to introduce the following Bill:

Bill A-13 A By-law to Confirm the Proceedings of the
Council of the Corporation of the City of
Hamilton.

RESPECTFULLY SUBMITTED

ALDERMAN T. COOKE
ACTING CHAIRMAN
CO-ORDINATING COMMITTEE

J. J. Schatz
Secretary
1989 April 6
/bc

Appendix "A" referred to in Section
6 of the EIGHTH Report of the
Co-ordinating Committee for 1989.

STATEMENT OF PROPOSED CAPITAL PROJECTS TO BE FINANCED FROM VARIOUS RESERVES AND RESERVE FUNDS
(000'S)

PAGE
SCHEDULE 1
PAGE 1

FINANCING AND PROJECT DESCRIPTION

(1)

RESERVE FOR PROPERTY PURCHASES

FIRE STATION, UPPER SHERMAN AND FENELL AVENUE AND PURCHASE
MUNICIPAL NON-PROFIT (HAMILTON) HOUSING CORP. - HOUSING
FOR NON-PROFIT HOUSING (REVOLVING FUND)

TOTAL RESERVE FOR PROPERTY PURCHASES

RESERVE FOR CAPITAL PROJECTS/CITY'S SHARE OF SERVICES THROUGH UNBLEDIVIDED LAND

MAJOR MAINTENANCE TO CIVIC BUILDINGS
CONSTRUCTION COSTS FOR ACCOMMODATION REQUIREMENTS-CITY HALL
COMPUTER SOFTWARE

NEW TELEPHONE SYSTEM

NEW COMPUTER WORKSTATIONS

HAMILTON HOUSING COMPANY-REPLACEMENT OF HEATING SYSTEM

CHURCHILL POOL-REPLACEMENT OF POOL FILTRATION SYSTEM

* ENERGY CONSERVATION PROJECTS

* CAPITAL GRANT-AMITY GOODWILL INDUSTRIES

* 1989 PROGRAM-CITY'S SHARE OF SERVICES-ROADS, CURBS AND SIDEWALKS

THROUGH UNBLEDIVIDED LAND

CATCH BASIN AND DRAIN CONNECTION

ALRIGHT ROAD EXTENSION

* 1990-1993 PROGRAM RECONSTRUCTION OF ROADWAYS, ABUTTING SIDEWALKS AND

OTHER SIDEWALKS-LOCAL ROADS

REPLACEMENT OF VALLEY INN BRIDGE

SUMMARY OF CITY'S SHARE OF ALL LOCALS-RESIDENTIAL

SUMMARY OF CITY'S SHARE OF ALL LOCALS-INDUSTRIAL

(*) RECORDED ON MORE THAN ONE STATEMENT

PROJECT START-FINISH	PAGE NUMBER	1989	1990	1991	1992	1993	TOTAL
(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1991 1991				1000			1000
1989 1993		1000	1000	1000	1000	1000	5000
		0	0	1000	0	0	1000
1989 1993		250	250	300	300	350	1450
1989 1991		100	100	100	500		800
1989 1992		150	175	200	200		725
1989 1989		130					130
1989 1990		75	75				150
1989 1989		150					150
1990 1990			150				150
1990 1993			50	50	50	100	250
1990 1991			100	100			200
1989 1989		2500					2500
1989 1990		140					140
1989 1990		68					68
1991 1993				322	721	1148	2191
1993 1993						155	155
1989 1993			340	361	387	344	1432
1989 1990			195				195

Appendix "A" referred to in Section
6 of the EIGHTH Report of the
Co-ordinating Committee for 1989.

PAGE
SCHEDULE 1
PAGE 2

STATEMENT OF PROPOSED CAPITAL PROJECTS TO BE FINANCED FROM VARIOUS RESERVES AND RESERVE FUNDS
(000'S)

FINANCING AND PROJECT DESCRIPTION

(1)

RESERVE FOR CAPITAL PROJECTS/CITY'S SHARE OF SERVICES THROUGH UNBLINDIVIDED LAND

FINANCING AND PROJECT DESCRIPTION	PROJECT START-FINISH	PAGE NUMBER	1989	1990	1991	1992	1993	TOTAL
	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
* NEW EQUIPMENT-SANDER WING FLOW UNITS	1989 1993		85			79	79	243
* NEW EQUIPMENT-REFUSE PACKER	1990 1993			87			87	174
* NEW EQUIPMENT-EMBROIDERS	1991 1993				45	45	45	138
NEW EQUIPMENT-STREET FLUSHERS	1991 1993				128		128	256
NEW EQUIPMENT-VACUUMS	1992 1994					138		138
NEW EQUIPMENT-STAKE DUMP CRAN	1992 1992					70		70
MOUNTAIN ARBORA-NEW DEHUMIDIFIER	1989 1989							70
* SAM LAWRENCE PARK-UPGRADING	1991 1993		70		647		679	1326
BERNIE AREOL STADIUM-UPGRADE OUTFIELD LIGHTING	1989 1989		60					60
BOW VALLEY CREEK-ALTERATIONS	1989 1989		60					60
* IVOR WYNE STADIUM-RENOVATIONS & REPAIRS	1989 1989		55					55
GACE PARK PERENNIAL BORDERS	1989 1989		15	22				37
UPGRADING OF HISTORICAL PARKS	1989 1989			28				28
FLOODLIGHTING SAM MAREON PARK	1990 1990			80				80
FLOODLIGHTING EASTWOOD PARK	1990 1990							80
GACE PARK-RECONSTRUCTION OF CARPET BEDS	1991 1991				90			90
CHEDOKO POOL WASH-ROOM	1993 1993						60	60
HAMILTON & SOURCE CONSERVATION LABORATORY-EQUIPMENT	1993 1993						270	270
HAMILTON PLACE-GREAT HALL CHAIRS	1989 1989		150					150
* PRIDE PROGRAMME-CROWN POINT WEST/SITTBLEY-PHASE 2	1993 1993						500	500
PRIDE PROGRAMME-CROWN POINT WEST/SITTBLEY-PHASE 2	1989 1989		50	50				50
PRIDE PROGRAMME-CEASLEY/CENTRAL	1990 1992				250	100		400
TOTAL RESERVE FOR CAPITAL PROJECTS/CITY'S SHARE OF SERVICES THROUGH UNBLINDIVIDED LAND			4108	1702	2594	2591	3946	14941

(*) REDUCED ON MORE THAN ONE STATEMENT

Appendix "A" referred to in Section
6 of the EIGHTH Report of the
Co-ordinating Committee for 1989.

STATEMENT OF PROPOSED CAPITAL PROJECTS TO BE FINANCED FROM VARIOUS RESERVES AND RESERVE FUNDS
(000'S)

STATEMENT OF PROPOSED CAPITAL PROJECTS TO BE FINANCED FROM VARIOUS RESERVES AND RESERVE FUNDS

FINANCING AND PROJECT DESCRIPTION

PROJECT
START-FINISH

PAGE
NUMBER

1989

1990

1991

1992

1993

TOTAL

PAGE
SCHEDULE 1
PAGE 3

(1)

RESERVE FOR OFF-STREET PARKING

UP-GRAVING OF EXISTING PARKING FACILITIES

JOHN-REEDICA CARPARK-DECKING

LAND ACQUISITION SOUTH-EAST QUADRANT

STUDY AND DESIGN OF EXISTING PARKING PROJECTS

MAIN-FERGUSON CARPARK-DECKING

PARKING DECK AREA OF TRANSIT TERMINUS

TOTAL RESERVE FOR OFF-STREET PARKING

RESERVE FOR PARK LANDS

PLAYGROUND EQUIPMENT

PARK DEVELOPMENT AND REDEVELOPMENT BY PRIORITY

TOTAL RESERVE FOR PARK LANDS

RESERVE FOR CAPITAL PROJECTS-LIBRARY

FURNITURE AND EQUIPMENT FOR OFFICE AUTOMATION-CENTRAL & BRANCH LOCATIONS

TERRYBERRY LIBRARY-NEW FURNISHINGS, EQUIPMENT & MATERIALS

AUTOMATION AND COLLECTION ACCESS

OFFICE AUTOMATION

FURNITURE AND EQUIPMENT FOR OFFICE COMPUTERIZATION

AUTOMATION OF INFORMATION FILES

RENOVATIONS-LOOSE BRANCH

RENOVATIONS-BARTON BRANCH

RENOVATIONS-WESTDALE BRANCH

TOTAL RESERVE FOR CAPITAL PROJECTS-LIBRARY

20

344

109

110

87

22

120

96

110

145

1236

150

1900

1900

100

900

1500

6950

80

479

559

20

344

109

110

87

22

120

96

110

145

1236

Appendix "A" referred to in Section
6 of the EIGHTH Report of the
Co-ordinating Committee for 1989.

STATEMENT OF PROPOSED CAPITAL PROJECTS TO BE FINANCED FROM VARIOUS RESERVES AND RESERVE FUNDS (000'S)										PAGE SCHEDULE 1 PAGE 4
FINANCING AND PROJECT DESCRIPTION	PROJECT START-FINISH	PAGE NUMBER	1989	1990	1991	1992	1993	TOTAL		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)		
H.E.C.F.I.-CORPS COLLISEUM-RESERVE FOR CAPITAL PROJECTS										
VICTOR K. CORPS TRADE CENTRE/ARENA-NEW EQUIPMENT AND RENOVATIONS	1989 1993		222	195	100	75	125	717		
H.E.C.F.I.-HAMILTON PLACE-RESERVE FOR CAPITAL PROJECTS										
HAMILTON PLACE-GREAT HALL BRINNERS	1989 1989		120					120		
HAMILTON PLACE-FURNITURE, EQUIPMENT AND RENOVATIONS	1990 1993			75	75		100	250		
TOTAL RESERVE FOR CAPITAL PROJECTS-H.E.C.F.I.-HAMILTON PLACE			120	75	75	0	100	370		
H.E.C.F.I.-CORPORATE RESERVE FOR CAPITAL PROJECTS										
TELEVISION MONITOR MESSAGE SYSTEM	1989 1993		50				75	125		
AUTOMATED FACILITIES MANAGEMENT	1993 1993						600	600		
EQUIPMENT, FURNITURE AND RENOVATIONS	1993 1993						50	50		
TOTAL RESERVE FOR CAPITAL PROJECTS-H.E.C.F.I. CORPORATE			50	0	0	0	725	775		
H.E.C.F.I.-HAMILTON CONVENTION CENTRE-RESERVE FOR CAPITAL PROJECTS										
HAMILTON CONVENTION CENTRE-FURNITURE AND EQUIPMENT	1989 1993		320	197	250	120	540	1427		
C.U.P.-RESERVE FOR CAPITAL PROJECTS										
CENTRAL UTILITIES PLANT-NEW EQUIPMENT AND RENOVATIONS	1989 1993		115	90	265	200	160	830		
TOTAL FINANCING FROM RESERVES & RESERVE FUNDS			10027	4043	5033	3651	7821	30575		

Appendix "A" referred to in Section 6 of the EIGHTH Report of the Co-ordinating Committee for 1989.

STATEMENT OF PROPOSED CAPITAL PROJECTS TO BE FINANCED FROM THE 6 MILL CAPITAL LEVY (COO'S)									
FINANCING AND PROJECT DESCRIPTION	PROJECT START-FINISH	PAGE NUMBER	UNALLO- CATED 1988	1989	1990	1991	1992	1993 TOTAL	PAGE SCHEDULE 2 PAGE 1
	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) (10)	
(1)									
* CAPITAL GRANT ANITY GOODMILL INDUSTRIES	1989	1989	99	1				100	
* ENERGY CONSERVATION PROJECTS	1989	1989		50				50	
CAPITAL CONSTRUCTION GRANT-HAMILTON SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS	1989	1986		94	5703	5780	5809	5838 28450	94
* RECONSTRUCTION PROGRAM-1989-1993	1989	1993		5330				87	
* NEW EQUIPMENT REFUSE PACKER	1989	1985		50				50	
* NEW EQUIPMENT-CONCRETE GRINDER	1989	1989		100				100	
* RENOVATIONS TO CHEBOYE GOLF COURSE PARKING LOT	1989	1985		10	48			58	
* CONTINGENCY	1989	1989							
TOTAL CAPITAL PROJECTS FINANCED FROM CAPITAL LEVY			99	5722	5751	5780	5809	5838 28999	

(*) RECORDED ON MORE THAN ONE STATEMENT

04/11/89

Appendix "A" referred to in Section 6 of the EIGHTH Report of the Co-ordinating Committee for 1989.

PAGE
SCHEDULE 3
PAGE 2

STATEMENT OF PROPOSED CAPITAL PROJECTS TO BE FINANCED BY DEBENTURES
(000'S)

FINANCING AND PROJECT DESCRIPTION

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MUNICIPAL GENERAL

ENCLOSURE CLEARANCE

INDUSTRIAL WASTE-CLEAN UP OF FORMER LAX PROPERTY

* P.R.I.D.E. PROGRAMME-ORION POINT WEST/STIRLEY-RACE 2

WATERFRONT REDEVELOPMENT-HAMILTON'S WEST HARBOUR

* CONTINGENCY

TOTAL MUNICIPAL GENERAL

SELF-SUSTAINING

SUMMARY OF OWNERS' SHARE OF ALL LOCALS FOR 1989-1993 RESIDENTIAL

SUMMARY OF OWNERS' SHARE OF ALL LOCALS FOR 1989-INDUSTRIAL

TOTAL SELF-SUSTAINING

TOTAL DEBENTURE FINANCING

(*) RECORDED ON MORE THAN ONE STATEMENT

Apr. 5/89

Appendix "B" referred to in Section 6 of the EIGHTH Report of the Co-ordinating Committee for 1989.

31-Mar-89

STATEMENT OF PROPOSED CAPITAL PROJECTS TO BE DELAYED

(000's)

Rank	Financing and Project Description	Original Start	Proposed Start	1994	1995	1996	1997	1998	Total
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
A : Rank of 2.00 or Lower									
119	CITY HALL SPRINKLER SYSTEM	1992	1995		1500				1,500
120	CHEDOKE GOLF COURSE IMPROVEMENTS	1992	1994	275	275				550
121	RYERSON REC. CENTRE—THERAPEUTIC HOT POOL	1989	1994	150					150
122	SOUTH-EAST MOUNTAIN TWIN PAD ARENA	1993	1995		4,000	4,900			8,900
123	WHITEHERN - RENOVATION OF STABLES	1989	1994	250					250
124	QUEEN STREET STEPS REPLACEMENT	1991	1995		370				370
125	SNOW BLOWERS - MOBILE	1993	1995		200				200
126	CONSTRUCT/REPAIR PATHWAYS/PKGS. LOTS-1989	1989	1994	100					100
127	CONSTRUCT PARK FIELDSHOUSES—3 LOCATIONS	1991	1995		260	270			530
128	KING'S FOREST PATHS - RENOVATIONS - 1989	1989	1994	50					50
129	KING'S FOREST PATHS - RENOVATIONS - '90/93	1990	1995		100				100
130	RECREATION COMPLEX—SOUTH CENTRAL MOUNTAIN	1993	1996			3,000	3,200		6,200
131	BIKEPATHS (PHASES 5 TO 7)	1991	1994	330	330	330			990
B : Other Selected Delays									
52	CITY HALL CARPARK EXPANSION	1989	1994	3000	3,101				6,101
56	HECFI—CORPS COLISEUM CAPITAL - 1993	1993	1994	2,075	1,000				3,075
62	WATERFRONT DEVELOPMENT	1990	1994	1,000	1,500				2,500
79	PARKING STRUCTURE -- SOUTHEAST QUADRANT	1991	1994	3,000	3,600				6,600
85	HAMILTON PLACE - SPRINKLER SYSTEM	1989	1994	770					770
88	AQUATIC AND LEISURE CENTRE	1992	1994	7,000	7,000	7,000			21,000
91	H.S.P.C.A. -- CAPITAL PROJECTS -- 1990-1993	1990	1994	1,442					1,442
98	MOHAWK SPORTS PARK TRACK IMPROVEMENTS	1993	1995		804				804
105	WALKER POOL RENOVATIONS	1993	1994	900					900
116	IVOR WYNN--REPLACE ARTIFICIAL TURF	1993	1995		1,325				1,325
				20,342	25,365	15,500	3,200	0	64,407

REPORT OF THE TRANSPORT AND ENVIRONMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Transport and Environment Committee presents its EIGHTH Report for 1989 and respectfully recommends:

1. (a) That the City Solicitor be directed to prepare a By-law for the stopping up and leasing of a portion of the east side of MacNab Street South of King Street West;
- (b) That the City Clerk be directed to publish a notice pursuant to Section 301 of the Municipal Act, R.S.O. 1980, of City Council's intention to pass the By-law;
- (c) That the applicant register a reference plan under The Registry Act, said plan to be prepared by an Ontario Land Surveyor, to the satisfaction of the Regional Surveyor, to delineate the manner in which the stopped up street is to be leased, and that the applicant deposit a reproducible copy of said plan with the Regional Surveyor;
- (d) That the Commissioner of Engineering be directed to make application to the Regional Municipality of Hamilton-Wentworth for approval of the proposed stopping up pursuant to Section 48 of The Regional Act; and
- (e) That the City Solicitor be directed to prepare the necessary lease agreement between the City and Dominion Realty Limited to include the following terms:
 - i. the term of the lease to be 20 years.
 - ii. the annual fee to be set at \$10 per square foot (being 10% of 50% of market value at \$200 per sq.ft.) of area to be used for two levels of parking (approximately 1650 square feet), and no annual fee for the area to be used for loading and access to the truck tunnel (approximately 3310 square feet), plus taxes if applicable;
 - iii. the owner to indemnify and save the City harmless from all actions arising from the granting of the lease;
 - iv. the owner to provide public liability insurance to the satisfaction of the City Clerk naming the City as an additional insured party;

- v. the owner to maintain the ground level of the leased area open to the general public and in a condition to the satisfaction of the Commissioner of Engineering.
 - (f) That the City Solicitor be directed to prepare and submit an application to the Ontario Municipal Board for the approval of the lease in as much as the term extends beyond the term of Council.
 - (g) That the Mayor and City Clerk be authorized to execute the lease in a form satisfactory to the City Solicitor.
 - (h) That the applicant make satisfactory arrangements with Bell Canada, Hamilton Hydro and the Region for the relocation of underground utilities.
 - (i) That the Director of Property be directed to negotiate the appropriate amendments to the Truck Tunnel Agreement at no additional expense to the City, and the Mayor and City Clerk be authorized to execute the amending agreement in a form satisfactory to the City Solicitor.
- 2.
- (a) That the reconstruction of sidewalks on both sides of Concession Street between East 25th Street and Upper Sherman Avenue at an estimated cost of \$82 000 be included in the 1989 Reconstruction Program.
 - (b) That the reconstruction of sidewalks on both sides of Main Street between Macklin Street and James Street at an estimated cost of \$357 000 be postponed until 1990 in conjunction with the Region's road work.
 - (c) That the surplus funds available in the program because of these changes be applied in the Supplementary List portion of the Program.
 - (d) That the Commissioner of Engineering be authorized to undertake these works on behalf of the City of Hamilton.
- 3.
- (a) That the submitted schedule for the estimated cost of services in "Oakdale Estates - Phase 4, Hamilton, as approved by the Commissioner of Engineering, be adopted for inclusion in the proposed Subdivision Agreement with the owner. These lands are located east of Upper Wellington Street and north of Rymal Road in the Barnstown Neighbourhood. The total estimated cost of services for this development is \$600 277.21.
 - (b) That the Mayor and City Clerk be authorized and directed to execute the proposed Subdivision Agreement between the City of Hamilton and the Owner, 428680 Ontario Limited.

- (c) That the approval of the above clause be subject to the condition that no work be commenced until the Final Survey Plan and Subdivision Agreement have been registered.
- (d) That in the event the Subdivider wishes to proceed prior to the registration of the Final Plan, he be permitted to do so at his own risk, providing that he enters into a Standard Agreement for Pre-Servicing.
- (e) That the City's share of the cost of services for the development (\$130 748.96) be approved, and that the Co-ordinating Committee recommend the source of funding for this project.

THE CO-ORDINATING COMMITTEE RECOMMENDS THAT
THE CITY'S SHARE OF SERVICES TO BE INSTALLED
IN "OAKDALE ESTATES - PHASE 4" IN THE GROSS
AMOUNT OF \$130 748.96 BE FINANCED FROM THE
"RESERVE FOR CITY'S SHARE OF SERVICES THROUGH
UNSUBDIVIDED LANDS", ACCOUNT NO. RF 59003 25207
CARRIED

- (f) That the City Solicitor be authorized and directed to prepare the necessary By-law(s) to establish Part 4 on Plan 62R-9675 as part of the Brigade Drive road allowance after the Plan of Subdivision for "Oakdale Estates - Phase 4" has been registered.
 - (g) That the City Solicitor be authorized and directed to prepare the necessary By-law(s) to:
 - i. incorporate the 0.3m reserve, Block 83, on a plan of subdivision known as "Oakdale Estates - Phase 3", into the respective road allowance on Brigade Drive and Bastille Street, after the Plan of Subdivision for "Oakdale Estates - Phase 4" has been registered.
 - ii. incorporate the 0.3m reserve, Block 84, on a plan of subdivision known as "Oakdale Estates - Phase 3", into the Bastille Street road allowance, after the Plan of Subdivision for "Oakdale Estates - Phase 4" has been registered.
4. That the Local Approvals Branch of the Ministry of the Environment be informed that:
- (a) The City of Hamilton has no objection to the Stelco Inc. request to amend existing Certificates of Approval for Waste Disposal Sites (Nos. 130122; 130123; 130124) located at Stelco's Hilton Works in the City of Hamilton provided that all environmental safeguards normally associated with this type of activity are implemented to the satisfaction of the Ministry and that all applicable City of Hamilton and Regional By-laws are complied with fully.

- (b) The City of Hamilton is of the opinion that a hearing by the Environmental Assessment Board is not necessary in this case.

- 5. (a) That the Lung Association, Hamilton-Wentworth Region be permitted to display a promotional banner across Main Street West in front of City Hall, from Monday, November 12, 1990 to Monday, November 19, 1990 with the following message:

LUNGS ARE FOR LIFE
PLEASE GIVE CHRISTMAS SEALS

- (b) That the Lung Association, Hamilton-Wentworth Region be permitted to display a promotional banner across Main Street West in front of City Hall, from Monday, December 11, 1989 to Monday, December 18, 1989, with the following message:

LUNGS ARE FOR LIFE
PLEASE GIVE TO CHRISTMAS SEALS

- 6. (a) That a "Wheelchair Loading Zone, 7:00 a.m. - 6:00 p.m., Monday to Saturday" regulation be implemented on the east side of High Street commencing at a point 90 feet north of the north curb line of Bruce Dale Avenue, and extending to a point 60 feet northerly therefrom; and

- (b) That City Traffic By-law 89-72 be amended accordingly.

- 7. (a) That "No Stopping" regulation be implemented on the north side of Jackson Street East between Spring Street and a point 58 feet westerly therefrom; and

- (b) That a "No Stopping" regulation be implemented on the north side of Jackson Street East between Spring Street and a point 53 feet easterly therefrom; and

- (c) That City Traffic By-law 89-72 be amended accordingly.

- 8. (a) That the existing "Permit Parking" regulation on the south side of Murray Street East, commencing at a point 103 feet east of James Street North and extending to a point 92 feet west of Hughson Street North be extended such that the regulation commences at a point 83 feet east of James Street North and extends to a point 92 feet west of Hughson Street North; and

- (b) That the Director of Traffic Services be authorized to issue one parking permit to Mr. Sohan Sihnciu, 10 Murray Street East; and
 - (c) That the existing "Two Hour Parking Time Limit, 8:00 a.m. to 6:00 p.m., Monday to Saturday" regulation on the south side of Murray Street East commencing at James Street North and extending to a point 103 feet easterly therefrom be shortened such that the regulation extends to a point 83 feet east of James Street North; and
 - (d) That City Traffic By-law 89-72 be amended accordingly.
- 9.
- (a) That a "No Parking, 9:00 a.m. to 2:00 p.m., Monday to Friday" regulation be implemented on both sides of Rendell Boulevard between Queensdale Avenue East and Everton Place; and
 - (b) That the existing "One Hour Parking Time Limit, 24 Hours a Day, 7 Days a Week" regulation on Devenport Street between Tom Street and York Boulevard be replaced with a "One Hour Parking Time Limit, 8:00 a.m. to 5:00 p.m., Monday to Friday" regulation; and
 - (c) That a "Permit Parking" regulation be implemented on the north side of Britannia Avenue from a point 60 feet east of Harmony Avenue and extending to a point 166 feet easterly therefrom; and
 - (d) That the Director of Traffic Services be authorized to issue one parking permit, upon request, to one resident at Nos. 2 Harmony Avenue, and 317 and 321 Britannia Avenue, and any additional permits to a maximum of three on a first come first served basis; and
 - (e) That the existing "No Stopping" corner clearance on the north side of Britannia Avenue between Harmony Avenue and a point 68 feet east be shortened by 8 feet, such that the prohibition commences at Harmony Avenue and extends to a point 60 feet easterly therefrom; and
 - (f) That City Traffic By-law 89-72 be amended accordingly.
- 10.
- (a) That the hours of northbound one-way street operation of Breadalbane Street, from King Street West to Hunt Street be revised to full-time operation, Monday to Friday; and
 - (b) That City Traffic By-law 89-72 be amended accordingly.
- 11.
- That a purchase order be issued to Robert N. Dawson Transport Ltd., Hamilton, for the supply and delivery of Potable Water as and when required during 1989, 1990 and 1991 at a cost of \$10 per 600 gallon tank load, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of three (3) tenders received. Funds provided in Potable Water Account No. CH56339-60510.

12. (a) That the existing "No Parking" regulation on the east side of East 36th Street from Concession Street to the north end be removed; and
- (b) That an "Alternate Side Parking" regulation be implemented on East 36th Street from Concession Street to the north end such that parking is prohibited.
- on the east side of the street during the months of December, January, February and March, and from the first to the 15th of April, May, June, July, August, September, October and November; and
 - on the west side of the street from the 16th to the last day of April, May, June, July, August, September, October and November; and
- (c) That City Traffic By-law 89-72 be amended accordingly.
13. That leave be granted to introduce the following Bills:
- (a) B-47 By-law to incorporate Part 1, Plan 62R-9675 into Brigade Drive.
 - (b) B-48 By-law to Amend By-law 89-72 to Regulate Traffic.
 - (c) B-49 By-law to Amend By-law 89-72 to Regulate Traffic.

RESPECTFULLY SUBMITTED,

Robert C. Prowse,
Secretary

ALDERMAN D. CHRISTOPHERSON, ACTING CHAIRMAN
TRANSPORT AND ENVIRONMENT COMMITTEE

1989 April 03

/lp

REPORT OF THE PARKS AND RECREATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Parks and Recreation Committee presents its NINTH Report for 1989 and respectfully recommends:

1. That Hamilton-Wentworth Creative Arts be granted permission to hold the Festival of World Friends at Dundurn Park on August 4-9, 1989.

NOTE: Permission is granted with the understanding that the City is not financially committed to supporting the project and any request for funding would have to be made by the applicant to the Finance Committee.

2. That the City exercise its option to extend the existing agreement with 392472 c.o.b. King's Restaurant for an additional term to expire November 30, 1989, originally approved by Council May 24, 1986.

The amount to be paid for this term will be \$2 000.

3. (a) That the Terms of Reference Steering Committee for the consultants feasibility study to address the short, medium and long term needs for recreational services for senior citizens be comprised of the following:

Senior Citizens Council

Ozzie Ferguson
Eva Tasker
Gwen Lee

Parks and Recreation Committee

Alderman B. Hinkley
Alderman T. Jackson

Parks and Recreation Advisory Committee

Frank Hickey
Ken Phillips
John Byl

Ministry of Community & Social Services

Marianne Hiscott

Ministry of Tourism & Recreation

Pam Bullard

Hamilton-Wentworth Regional Planning Department
David Godley

Culture and Recreation Department
Carolyn Kovacs
Ed Beattie

Hamilton Public Library
Beth Hovius

- (b) That this Steering Committee shall be responsible to the Parks and Recreation Committee through the Director of Culture and Recreation for:

i. The development of the terms of reference for the feasibility study to be carried out by independent consultants; and

ii. To oversee the feasibility study including:

- Assist in selecting the consultant firm for the study.
- Review and approve the format and content of public input.
- Monitor the progress of the study relative to the terms of reference and timetable as agreed to by the consultant.
- Review and comment on interim reports.
- Receive and review the draft final report prior to presentation to the Parks and Recreation Committee and City Council.

4. That the cost of those children attending the Senior Camp Kidaca program wishing to take the advantage of the bus pick-up service be increased from \$10 to \$15 to offset costs of same.

5. (a) That the following additional expenditures be approved for the Scott Park Arena Capital Project:

- floor tiling	\$44 000
- infra red heating	\$ 2 500
- score board (City's share)	\$ 5 000
- first aid table	\$ 1 200
- meeting room tables and chairs	\$ 2 100
- lunch room refrigerator & microwave	\$ 930

Total	\$55 730
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04/11/89

- (b) That the Co-ordinating Committee be requested to give approval for the above listed expenditures from the surplus funds estimated to be \$88 000 under Accounts 0408-U7-286 and 0408-U7-288 for the Scott Park Arena Project.

THE CO-ORDINATING COMMITTEE RECOMMENDS THAT
THE \$55 730 REQUIRED TO FINANCE THE SCOTT
PARK ARENA BE FINANCED FROM THE SURPLUS FUNDS
IN THE WORK-IN-PROGRESS ACCOUNT NO. CF 708741003,
SCOTT PARK ARENA RENOVATIONS.

6. (a) That the Committee approve the ten (10) advertising locations to be leased to Mediacom Inc. at a rental of \$707.15 per year per poster panel and \$1 587.92 per year bulletin board plus realty taxes for one year commencing January 1, 1989 as appended hereto as Schedule "A"; and
- (b) That the City Solicitor be authorized and directed to prepare the necessary leases for these locations.

RESPECTFULLY SUBMITTED,

Robert C. Prowse,
Secretary
Attach.

ALDERMAN T. MURRAY, CHAIRMAN
PARKS AND RECREATION COMMITTEE

1989 April 04

/lp

04/11/89

-536-
SCHEDULE "A"REFERRED TO IN SECTION 6
OF THE NINTH REPORT OF
THE PARKS AND RECREATION
COMMITTEE

CITY OF HAMILTON

MEDIACOM INC.

SIGN LOCATIONS ON CITY PROPERTY

JANUARY 1, 1989

Lease No.	Location	Sign	Amount
001215	Burlington s/s/ w/o Woodward	2 pp's	\$ 1,414.30
001207	Britannia s/s/ e/o Cameron	2 pp's	1,414.30
001246	King and Pottruff Road	4 pp's	2,828.60
001273	s/e Walmer Rd. & Woodward Ave.	2 pp's	1,414.30
001217	Bay & Strachan s/e corner	4 pp's	2,828.60
001292	s/s/ Burlington s/o Woodward	1 Bltn.	1,587.92
001209	s/w cor. Burlington & Wentworth	2 pp's	1,414.30
001224	248 Crockett & Upper Sherman	2 pp's	1,414.30
001390	s/e cor. Cannon & Gage	1 pp	707.15
001221	Concession s/s e/o Sherman	1 pp	<u>707.15</u>
			\$15,730.92

REPORT OF THE PARKS AND RECREATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Parks and Recreation Committee presents its TENTH Report for 1989 and respectfully recommends:

1.
 - (a) That arrangements be made for a delegation from the City of Hamilton, comprised of members of Council and the appropriate staff members, to meet with the Provincial Minister of the Environment with a view to securing a financial commitment from the Province for the implementation of the Waste Management Plan for the former Lax Property.
 - (b) That during the meeting with the Minister of the Environment, the City delegation attempt to secure complete support of the Remediation project as well as an unqualified guarantee that once the project is completed, no further clean-up will be required.
 - (c) That, following the meeting with the Provincial Minister of the Environment, similar arrangements be made for a meeting with the appropriate Federal Minister(s) with a view to securing a financial commitment for the implementation of the Waste Management Plan for the former Lax Property.
 - * (d) That all work and expenditures cease until discussions are held with the Provincial Minister of the Environment.

NOTE: Total Implementation cost in 1989 dollars could run as high as \$5 985 000 plus an additional \$2 550 000 for contingency measures to allow for ground water collection, containment and treatment if deemed necessary in the future by the Ministry of the Environment.

2. That the City's legal consultant, Mr. Ian Binnie, be authorized and directed to advise officials of the Ministry of the Environment of recent information received from the Lax brothers relative to fill activities on the former Lax property, with a view to obtaining the position of the provincial government with respect to clean-up requirements and costs.

RESPECTFULLY SUBMITTED,

Robert C. Prowse,
Secretary

ALDERMAN T. MURRAY, CHAIRMAN
PARKS AND RECREATION COMMITTEE

/lp

* Section 1 (d) added during Council

REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Planning and Development Committee presents its NINTH Report for 1989 and respectfully recommends:

1. That the Building Commissioner BE AUTHORIZED to issue demolition permits for the following properties:
 - (a) 1164 Garth Street
 - (b) 1146 Garth Street
 - (c) 173 Mud Street
 - (d) 1138 Upper Wentworth Street
 - (e) 30 Adair Avenue North
2.
 - (a) That acknowledgement be given to the work of investigating the environmental concerns with respect to the harbour now being undertaken and examined by the Remedial Action Plan process.
 - (b) That the Hamilton Harbour Commissioners be a part of any overall Co-ordinating Steering Committee established for the implementation process respecting the Remedial Action Plan.
 - (c) Due to the difficulty of determining a general interpretation of the term "navigation and shipping", that the City of Hamilton and the Hamilton Harbour Commissioners meet in order to agree on a clarification of the term "navigation and shipping" for their own purposes. (See Recommendation (d)(i).)
 - (d)
 - (i) That a general interpretation of the phrase "navigation and shipping" not be accepted, but that each interpretation of this phrase rest with the circumstances surrounding the particular case or situation at hand; and
 - (ii) That, notwithstanding Section (i) above, that the City of Hamilton and the Hamilton Harbour Commissioners meet in order to agree on a clarification of the term "navigation and shipping" as recommended in the Report outlined in Recommendation (c).
 - (e)
 - (i) That the definition of the term "waterfront property" set out in the judgement of Mr. Justice Griffiths, as affirmed by the Ontario Court of Appeal, in Hamilton Harbour Commissioners v. The Corporation of The City of Hamilton et al be accepted as the legal definition of the term "waterfront property" for the purposes of The Hamilton Harbour Commissioners' Act.

- (ii) That, therefore, the term "waterfront property" be defined to mean:

"that real property abutting or fronting on the body of water that constitutes Hamilton harbour".
- (f) (i) That, the principles set out in the judgement of Mr. Justice Griffiths, as affirmed and augmented by the Ontario Court of Appeal in Hamilton Harbour Commissioners v. The Corporation of The City of Hamilton et al be accepted as the law applicable to the issue of jurisdiction in Hamilton harbour.
- (ii) That, accordingly it be recognized that,
 - (1) the City may validly pass a zoning by-law affecting land use within the Harbour so long as the by-law does not explicitly attempt to prohibit or regulate the use of land for purposes related to shipping and navigation or the use of land owned by the Federal Crown;
 - (2) the Commissioners may validly pass by-laws to regulate the use and development of land within the harbour for purposes related to shipping and navigation; and,
 - (3) if a direct conflict arises between validly-enacted City zoning by-law and validly-enacted Commissioners by-law with respect to the use of a parcel of land within the harbour; the operation of the City zoning by-law is suspended during the operation of the Commissioners by-law.
- (g) (i) That the definition of the term "harbour headline" set out in the judgement of Mr. Justice Griffiths, as affirmed by the Ontario Court of Appeal in Hamilton Harbour Commissioners v. The Corporation of the City of Hamilton et al be accepted as the property legal definition of the term "harbour headline" for the purposes of management and operation of navigation and shipping in Hamilton Harbour.
- (ii) That, therefore, the term "harbour headline" be defined as "a line established out from the shoreline beyond which breakwaters, wharfs, piers and other structures may not be built".

- (iii) That any by-law passed by the Hamilton Harbour Commissioners to establish or amend the "harbour headline" for Hamilton Harbour comply, like any other of their by-laws, with Subsection 20 (2) of The Hamilton Harbour Commissioners' Act which reads:

"No by-law shall have force or effect until confirmed by the Governor in Council and published in the Canada Gazette, and every such by-law shall, at least ten days before it is submitted to the Governor in Council, be served upon the City Clerk of Hamilton".

- (h) That City Council request the Hamilton-Wentworth Regional Police Commissioner to direct the Marine Unit of the Regional Police Department to be responsible for the testing, posting of warnings, and public announcements respecting the ice conditions in Hamilton Harbour and Cootes Paradise.

NOTE: For the information of City Council, the above recommendations are contained in the Report of the Task Force to Review the Mandate and Structure of the Hamilton Harbour Commissioners which was received by City Council at its meeting on 1989 February 28, and referred to the appropriate Standing Committees for review and recommendations back to City Council.

3. (a) That APPROVAL be given to Subdivision Application 88-26, L. Serafini, owner, to establish a draft plan of subdivision, west of Upper Wentworth Street, north of Rymal Road, subject to the following conditions:
- (i) That this approval apply to the plan prepared by MacKay, MacKay and Peters Ltd., dated 1988 June 16, showing 35 lots for street townhouses, one block for group townhouses and one block for commercial uses.
 - (ii) That the street be dedicated as public highway on the final plan.
 - (iii) That the street be named to the satisfaction of the City of Hamilton and the Regional Municipality of Hamilton-Wentworth.
 - (iv) That the final plan conform with the zoning by-law approved under The Planning Act.
 - (v) That such easements as may be required for utility or drainage purposes be granted to the appropriate authority.

- (vi) That the owner provide the City of Hamilton with a certified list showing the net area and width of each lot and block in the final plan.
 - (vii) That the owner shall erect a sign in accordance with Section XI of the subsequent Subdivision Agreement prior to the issuance of a final release by the City of Hamilton.
 - (viii) That the owner agree in writing to satisfy all the requirements, financial and otherwise, of the City of Hamilton.
 - (b) That the subdivision agreement be entered into by the Corporation of the City of Hamilton and the owner to provide for compliance with the conditions of approval established by the Hamilton-Wentworth Region with respect to this application (SA-88-26), L. Serafini, owner, proposed draft plan of subdivision, and that the City execute the agreement when the said conditions have been met and the City's share of the cost of installing municipal services has been approved by City Council.
 - (c) That the neighbourhood plan be amended accordingly.
4. (a) That APPROVAL be given to Official Plan Amendment No. 73 to redesignate the subject lands from "Major Institutional" and "Open Space" to "Residential", and the City Solicitor be directed to prepare a By-law to amend the Official Plan for submission to the Regional Municipality of Hamilton-Wentworth.
- (b) That APPROVAL be given to Zoning Application 88-122, Wardpark Developments Inc., owner, requesting a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected residential, etc.) District to permit a subdivision for single-family detached dwellings, for property located in the area south of Rymal Road West and west of Christie Street, as shown on the attached map marked APPENDIX "A", on the following basis:
- (i) That the subject lands be rezoned from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District;
 - (ii) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Maps W-9E and W-17E for presentation to City Council;
 - (iii) That the proposed change in zoning will be in conformity with the Official Plan for the Hamilton Planning Area upon the approval of Official Plan Amendment No. 73 by the Regional Municipality of Hamilton-Wentworth.

NOTE: The purpose of the By-law is to provide for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District for lands located in the area south of Rymal Road West and west of Christie Street.

The effect of the By-law is to permit the subdivision of the subject lands into building lots for single-family detached dwellings.

5. That APPROVAL be given to Zoning Application 88-132, B. and K. Willgren, owners, for a change in zoning from "JJ" (Restricted Light Industrial) District to the "KK" (Restricted Heavy Industrial) District, for the southerly part of property known as 294-298 Lake Avenue North, as shown on the attached map as APPENDIX "B", on the following basis:

- (a) That the subject lands be rezoned from "JJ" (Restricted Light Industrial) District to "KK" (Restricted Heavy Industrial) District;
- (b) That the "KK" (Restricted Heavy Industrial) District regulations as contained in Section 17A of Zoning By-law No. 6593 be amended to include the following variance as a special provision:
 - (i) That notwithstanding Section 17A(1)(3) and Section 16A(3)(c) a rear yard of a width of at least 7.6 metres (24.9 feet) shall be provided and maintained;
- (c) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1118, and that the subject lands on Zoning District Map E-113 be notated S-1118;
- (d) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-113 for presentation to City Council;
- (e) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for a change in zoning from the "JJ" (Restricted Light Industrial) District to the "KK" (Restricted Heavy Industrial) District, for the southerly part of property known as 294-298 Lake Avenue North.

The effect of the By-law is to establish uniform zoning on the subject property, for a warehouse and machine shop use.

In addition, the By-law requires that a minimum 7.6 m (24.9 ft.) wide rear yard be provided, whereas no rear yard is normally required.

6. That APPROVAL be given to Zoning Application 88-110, Hamilton and District Senior Citizens' Home, "Rambynas" Incorporated, owner, for a modification to the established "A" (Conservation, Open Space, Park and Recreation) District, for property located at the rear of 1880 Main Street West, as shown on the attached map marked as APPENDIX "C", on the following basis:

- (a) That the "A" (Conservation, Open Space, Park and Recreation) District regulations as contained in Section 7 of Zoning By-law No. 6593, as amended by By-law 82-148, applicable to the lands described as Block "1", be further modified to include the following variances:
 - (i) Notwithstanding Section 7.(1) of By-law No. 6593, a parking lot shall be permitted on the lands described as Block "1" in conjunction with the existing Home for Elderly Persons located on lands at 1880 Main Street West described as Block "2";
 - (ii) Notwithstanding Section 18A(24)(b)(i) of Zoning By-law No. 6593, the access driveway shall have a width of not less than 3.0m;
 - (iii) That Sections 18A(11) & (12) shall not apply;
- (b) That the amending By-law be added to section 19B of Zoning By-law No. 6593 as Schedule S-793a, and that the subject lands on Zoning District Map W-51 be notated S-793a;
- (c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map W-51 for presentation to City Council;
- (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning area;
- (e) That Schedule "B" to By-law No. 79-275, as amended by By-law No. 87-223, respecting Site Plan Control be amended by adding the subject lands thereto.
- (f) That the amending by-law not be passed by City Council until the applicant has applied for and received Site Plan approval. In addition, the applicant is required to provide a survey plan showing the exact limits of the property.

NOTE: The purpose of the By-law is to provide for a modification to the "A" (Conservation, Open Space, Park and Recreation) District for property located at the rear of 1880 Main Street West.

The effect of the By-law is to permit a parking lot on the lands described as Block "1" in conjunction with the existing Home for Elderly Persons located on the lands described as Block "2".

In addition, the By-law provides for the following by-law variances:

- (a) to permit an access driveway having a minimum width of 3.0m, whereas 5.5m is required (Section 18A(24)(b)(i));
- (b) to exempt the development from providing a 1.4m landscaped planting strip, and a 1.2m high to 2.0m high visual barrier along the boundary of the parking lot adjoining the residential districts (Sections 18A(11) and (12)).

7. That APPROVAL be given to City Initiative 88-L, Regional Municipality of Hamilton-Wentworth, to delete the existing Site Plan for property located at 2825 King Street East, as shown on the attached map marked as APPENDIX "D", on the following basis:

- (a) That Sections 2, 3 and 4 of By-law No. 66-323, to amend By-law No. 6593, be deleted therefrom;
- (b) That the "E-2" (Multiple Dwellings) District regulations as contained in Section 11B of Zoning By-law No. 6593, as amended by By-law No. 66-323, applicable to the subject lands be further amended to include the following special regulation:
 - (i) That no vehicular access to or egress from Owen Place shall be permitted.
- (c) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as schedule S-34a, and that the subject lands on Zoning District Map E-106 be notated S-34a;
- (d) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593, as amended by By-law 66-323, and Zoning District Map E-106 for presentation to City Council; and,
- (e) That the proposed By-law is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to amend By-law No. 66-323 respecting property located at 2825 King Street East.

The effect of this By-law is to delete the existing Site Plan, due to a future road widening along the subject property. In addition, the By-law prohibits vehicular access to or egress from Owen Place. It should be noted, that any future development on the remaining subject lands will be subject to Site Plan Control, and the "E-2" (Multiple Dwellings) District regulations.

8. That APPROVAL be given to Zoning Application 89-03, John Cvetkovic, owner, for a change in zoning from "L-c" (Planned Development-Commercial) District to "H" (Community Shopping and Commercial, etc.) District for the property located at 11 Cannon Street West (formerly 13 Cannon Street West), as shown on the attached map marked as APPENDIX "E", on the following basis:
- (a) That the subject lands be rezoned from "L-c" (Planned Development-Commercial) District to "H" (Community Shopping and Commercial, etc.) District;
 - (b) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map W-4 for presentation to City Council; and,
 - (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for a change in zoning from "L-c" (Planned Development-Commercial) District to "H" (Community Shopping and Commercial, etc.) District, for the property located at 11 Cannon Street West (formerly 13 Cannon Street West).

- .. The effect of the By-law is to permit a restaurant on the ground floor and three (3) residential dwelling units within the existing building.

9. That APPROVAL be given to Amended Zoning Application 89-01, 673833 Ontario Limited (F. Tchamitchi), owner, requesting changes in zoning from the "AA" (Agricultural) District to the "C" (Urban Protected Residential, etc.) District (Block "1") and "HH" (Restricted Community Shopping and Commercial, etc.) District (Block "2"), and from the "AA" (Agricultural) District, modified to the "HH" (Restricted Community Shopping and Commercial, etc.) District (Block "3") to permit development for single-family detached dwellings on lands shown as Block "1" and commercial development for lands shown as Blocks "2" and "3", located at the rear of 1565 Upper James Street, as shown on the attached map marked as APPENDIX "F", on the following basis:
- (a) That the lands shown as Block "1" be rezoned from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District;
 - (b) That the lands shown as Block "2" be rezoned from "AA" (Agricultural) District to "HH" (Restricted Community Shopping and Commercial, etc.) District;

- (c) That the lands shown as Block "3" be rezoned from "AA" (Agricultural) District, modified to "HH" (Restricted Community Shopping and Commercial, etc.) District;
- (d) That the "HH" (Restricted Community Shopping and Commercial, etc.) District regulations as contained in Section 14A of Zoning By-law No. 6593, applicable to the subject lands shown as Blocks "2" and "3", be modified to include the following variances as special requirements:
 - (i) That notwithstanding Section 18A(12)(c), a visual barrier not less than 1.8m and not greater than 2.0m in height contained within a 9.1m wide landscaped strip shall be provided and maintained along the easterly lot line of the commercial zoning district; and,
 - (ii) That no access shall be permitted on the easterly lot line of the commercial zoning district.
- (e) That the amending By-law be added to section 19B of Zoning By-law No. 6593 as Schedule S-1119, and that the subject lands on Zoning District Map E-9D be notated S-1119;
- (f) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-9D;
- (g) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area; and,
- (h) That the approved Ryckmans Neighbourhood Plan be amended by redesignating the easterly portion of Block "2" from "Attached Housing" to "Commercial".

NOTE: The purpose of this By-law is to provide for changes in zoning for lands located at the rear of 1565 Upper James Street, on the following basis:

- (a) Block "1" - From "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District;
- (b) Block "2" - From "AA" (Agricultural) District to "HH" (Restricted Community Shopping and Commercial, etc.) District; and,
- (c) Block "3" - From "AA" (Agricultural) District, modified to "HH" (Restricted Community Shopping and Commercial, etc.) District.

The effect of the By-law is to permit development for single-family detached dwellings on Block "1", and retail-commercial development on Blocks "2" and "3".

In addition, the By-law provides for the following additional regulations:

- (a) to require a visual barrier not less than 1.8m and not greater than 2.0m in height contained in a 9.1 m landscaped strip to be provided and maintained along the easterly lot line of the commercial development, whereas no landscaped provisions are required; and,
- (b) to prohibit access on the easterly side of the commercial development.

10. That leave be granted to introduce the following Bills:

- (a) Bill D-41 A By-law to adopt Official Plan Amendment No. 72 respecting land known Municipally as No. 107 Mohawk Road East.
- (b) Bill D-42 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 1249 Stone Church Road East.
- (c) Bill D-43 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 1249 Stone Church Road East.

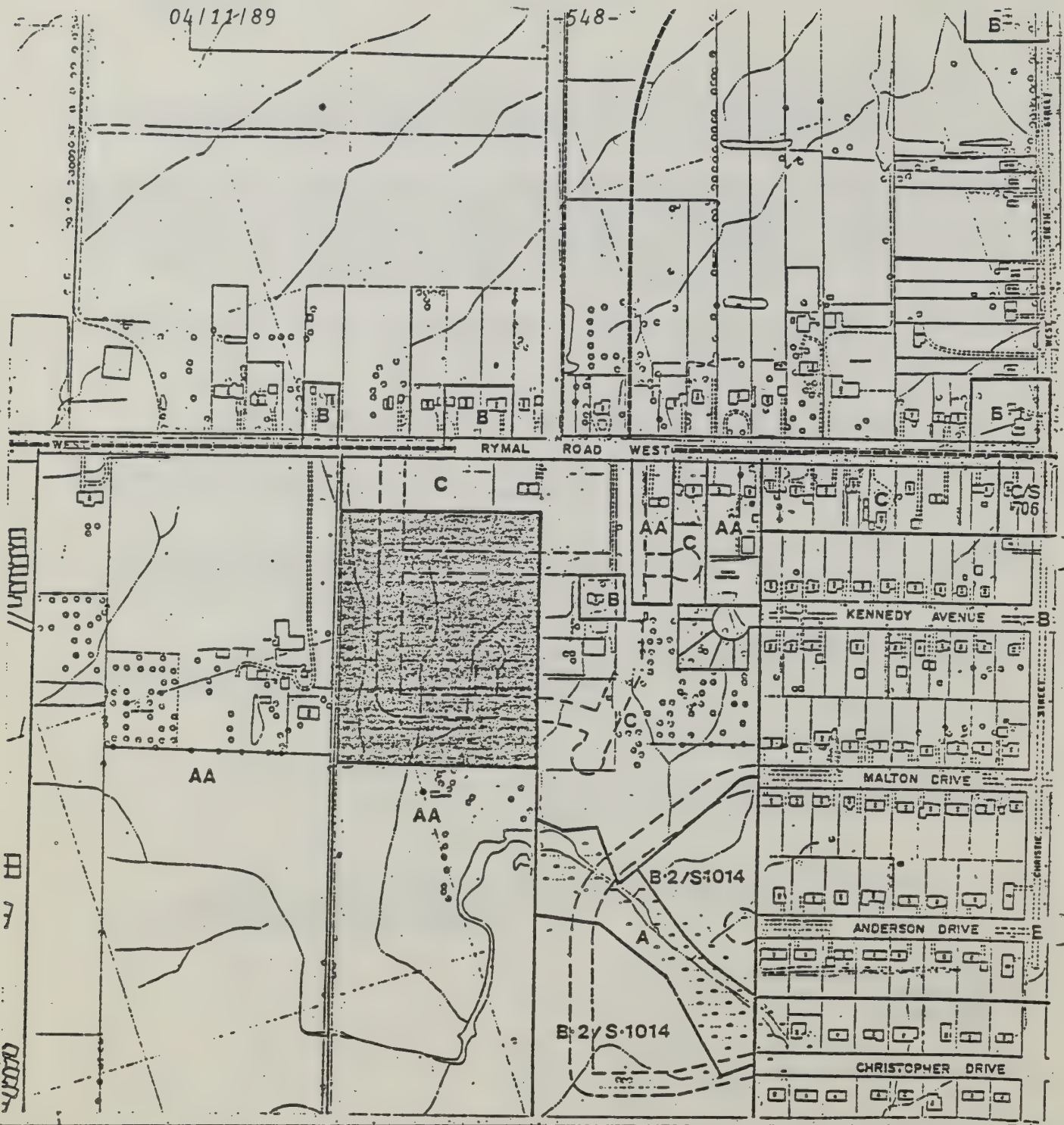
- Respectfully submitted,

ALDERMAN J. SMITH, CHAIRMAN
PLANNING AND DEVELOPMENT COMMITTEE

Susan K. reeder
Secretary
1989 March 29

04/11/89

548-



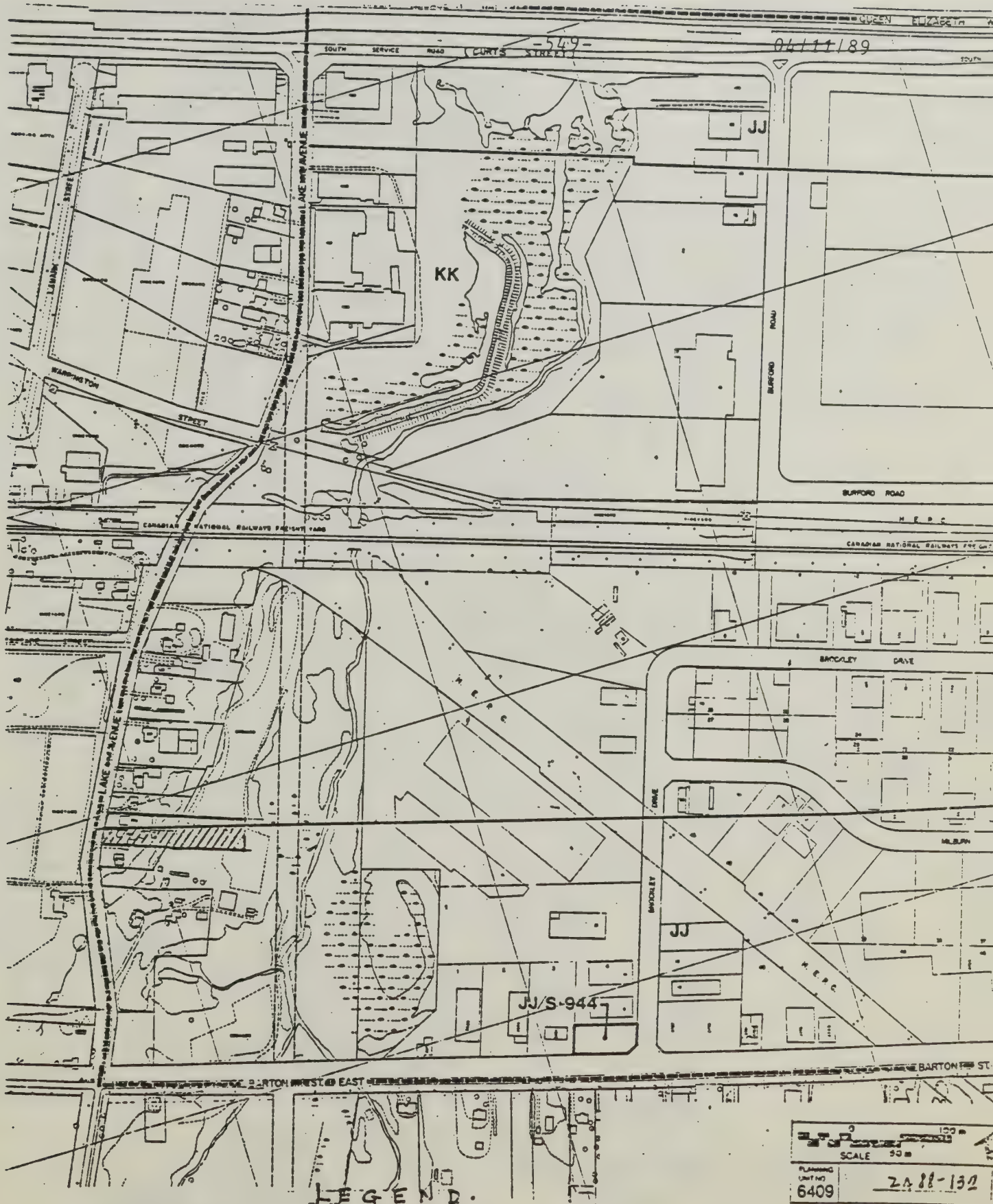
LEGEND



SITE OF THE APPLICATION



Appendix "A" as referred to
in Section 4 of the NINTH
Report for 1989 of the
Planning & Development
Committee.

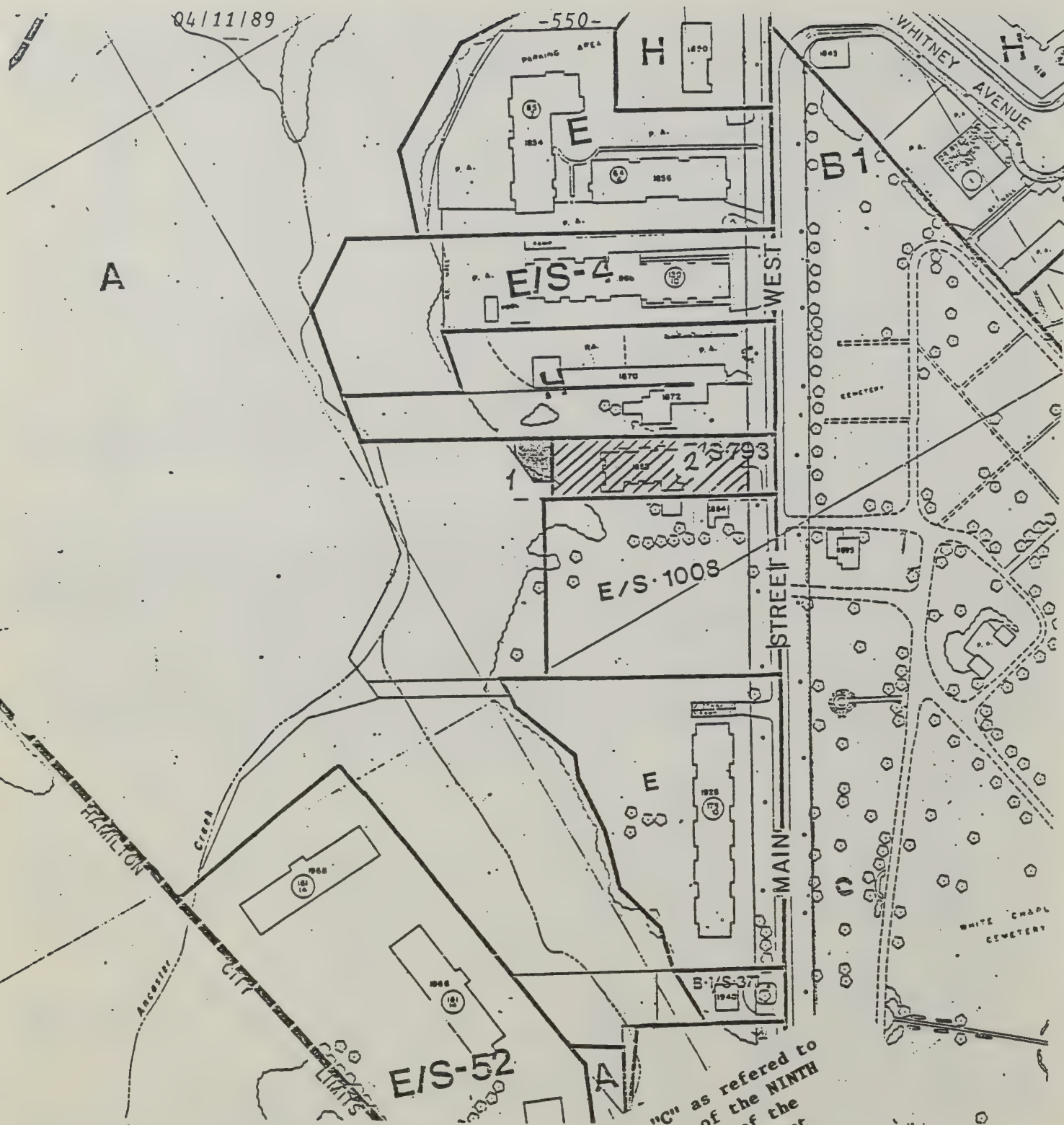


LEGEND.

SITE OF THE APPLICATION

Appendix "B" as referred to in Section 5 of the NINTH Report for 1989 of the Planning & Development Committee.

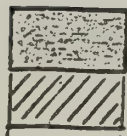
04/11/89



LEGEND

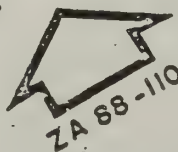
Block 1

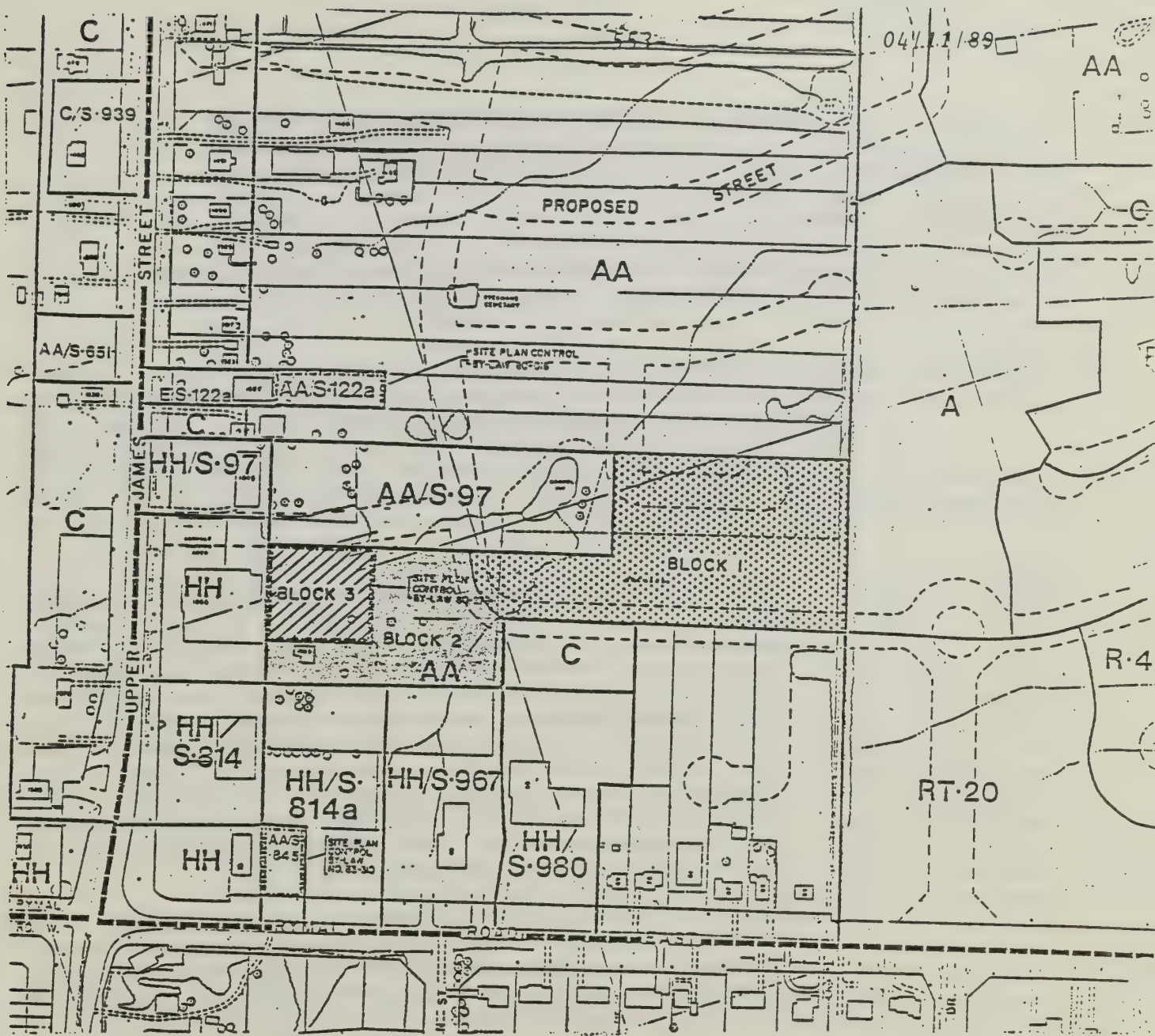
Block 2



SITE OF THE APPLICATION




Appendix "C" as referred to
in Section 6 of the NINTH
Planning & Development
Committee.





LEGEND

PROPOSED CHANGE IN ZONING FROM:

- | | | |
|---------|---|---|
| BLOCK 1 |  | "AA" (AGRICULTURAL) DISTRICT TO "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT. |
| BLOCK 2 |  | "AA" (AGRICULTURAL) DISTRICT TO "HH" (RESTRICTED COMMUNITY SHOPPING AND COMMERCIAL) DISTRICT. |
| BLOCK 3 |  | "AA" (AGRICULTURAL) DISTRICT, MODIFIED TO "HH" (RESTRICTED COMMUNITY SHOPPING AND COMMERCIAL) DISTRICT. |

Appendix "F" as referred to in Section 9 of the NINTH Report for 1989 of the Planning & Development Committee.



REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Planning and Development Committee presents its TENTH Report for 1989 and respectfully recommends:

1. (a) That an Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked APPENDIX "A" entitled Assignment of Ground Lease between Lakeview Development Ltd. as "Assignor", GGS Hotel Holdings Canada Inc., as "Assignee" and The Corporation of the City of Hamilton as "Lessor" with respect to an assignment of the Ground Lease between the City and Lakeview affecting the "Hotel lands" with Phase 3 of L. D. Jackson Square BE APPROVED and that the Mayor and City Clerk be authorized to execute this Agreement.
 - (i) That the City of Hamilton ENTER INTO an Indemnity Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked APPENDIX "B" with GGS Co. Ltd., which provides in effect that GGS Co. Ltd., the parent Company of GGS Hotel Holdings Canada Inc. will perform the obligations of GGS Hotel Holdings Canada Inc. under the Ground Lease in the event of a default by GGS Hotel Holdings Canada Inc. and that it will save the City harmless from any loss, costs, claims, demands or damages arising out of any failure by GGS Hotel Holdings Canada Inc. to perform the terms and conditions of the Ground Lease, and that the Mayor and City Clerk be authorized to execute this Agreement.
 - (ii) That the City of Hamilton RETURN a Letter of Credit it is holding in respect of a prepayment of rent received by Lakeview pursuant to a Sublease registered on 1984 December 31, after a good and valid surrender of the Sublease is registered on title to the Leased Premises.
- * (b) That The Corporation of the City of Hamilton ENTER INTO a Lease Amending Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked APPENDIX "C" with Lakeview Development Limited, First Phase Civic Square Limited, Second Phase Civic Square Limited, Fourth Phase Civic Square Limited, GGS Hotel Holdings Canada Inc. and King Street Hamilton Hotel Limited Partnership which will provide that Lakeview pay to the City the sum of \$200,000. in exchange for an absolute release by the City in favour of Lakeview's obligations to enter into a Sublease with the City of the Hotel Parking as contemplated by the Ground Lease, the Interface Agreement and the Development Agreement and that the Mayor and City Clerk be authorized to execute this Agreement.

* Section 1 (b) amended by changing the figure \$200,000 in the eighth line to read: \$400,000

- (c) That The Corporation of the City of Hamilton ENTER INTO the Pedestrian Bridge Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked APPENDIX "D" with Lakeview Development Ltd., and Lakeview Development Ltd. and King Street Hamilton Hotel Limited Partnership for the purpose of granting an easement to the City in the Schedule "A" Leasehold land to construct, maintain and operate a climate controlled pedestrian bridge over King Street West, Hamilton, to connect the Plaza Level of the Hotel, adjacent L.D. Jackson Square facilities and premises of the City's Convention Centre and the Mayor and City Clerk be authorized to execute this Agreement. The Agreement also provides for the hours of operation and the division of annual maintenance costs (94% City - 6% Lakeview).

Furthermore, the Pedestrian Bridge Agreement authorizes an Agreement under which GGS Hotel Holdings Canada Inc. shall assume Lakeview's obligations.

- (d) That The Corporation of the City of Hamilton ENTER INTO the Truck Tunnel Easement Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked APPENDIX "E" with Lakeview Development Ltd., and Lakeview Development Ltd. and King Street Hamilton Hotel Limited Partnership for the purpose of the City granting to Lakeview and King Street Hamilton Hotel Ltd. an easement to enter onto and use the new truck route beneath Copps Coliseum as a right-of-way for vehicular access only in a one way direction for the purpose of providing access to the loading docks for Lakeview and its suppliers. The easement will be enjoyed and used during the term of the Ground Lease (less one (1) day) (1983 May 3 to 2069 October 30). It is further recommended that the Mayor and City Clerk be authorized to execute this Agreement. The Truck Tunnel Easement Agreement also authorizes an Agreement under which GGS Hotel Holdings Canada Inc. shall assume Lakeview's obligations.

NOTE: The two Agreements referred to in Sections (c) and (d) above shall be entered into with GGS Hotel Holdings Canada Inc. if these agreements are executed after the King Street Hotel Limited Partnership Sub-lease is terminated and after a survey required under the Bridge Agreement is completed.

- (e) That The Corporation of the City of Hamilton ENTER INTO a Hotel Management Amending Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked APPENDIX "F" with Lakeview Development Ltd., GGS Hotel Holdings Canada Inc. and King Street Hamilton Hotel Limited Partnership which provides for a change in the hotel management responsibility from Lakeview as Hotelier to Lakeview in its capacity as manager for and on behalf of GGS Hotel Holdings Canada Inc., the prospective owners of the Hotel and that the Mayor and City Clerk be authorized to execute this Agreement.

- (f) That The Corporation of the City of Hamilton ENTER INTO an Assignment of Interface Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked APPENDIX "G" with Lakeview Development Ltd., GGS Hotel Holdings Canada Inc., Second Phase Civic Square Limited and Fourth Phase Civic Square Limited which provides for an assignment of the existing Interface Agreement with Lakeview to GGS and a covenant by GGS to fulfil all the terms, covenants and conditions of the Interface Agreement and that the Mayor and City Clerk be authorized to execute this Agreement.
- (g) That The Corporation of the City of Hamilton ENTER INTO a Release Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked APPENDIX "H" with Citibank Canada and Lakeview Developments Ltd. which provides for the release of all rights and obligations of the Bank effective 1985 August 23 from the Citibank Agreement since the Bank has been repaid in full for any monies advanced by the Bank to Lakeview and there are not outstanding obligations to the City by the Bank under the Citibank Agreement and that the Mayor and City Clerk be authorized to execute this Agreement.
- (h) That the Certificate of Final Completion incorporating the provisions set out in a Draft Certificate annexed hereto and marked APPENDIX "I" BE ISSUED by The Corporation of the City of Hamilton to GGS Hotel Holdings Canada Inc. and Lakeview Development Ltd. recognizing that the Hotel Improvements have been completed in conformity with the Final Working Drawings and specifications and the Developer has installed the furnishings, fixtures and equipment and has otherwise complied with the opening requirements as set out in Schedule "K" of the Development Agreement.
 - (i) That Mr. D. W. Vyce, Co-ordinator of the Lloyd D. Jackson Square as Chairman of the Review Authority and Alderman W. M. McCulloch, as a Member of the Review Authority be authorized to execute the Certificate of Completion on behalf of the City.
- (i) That the Corporation of the City of Hamilton ISSUE an Estoppel Certificate incorporating the provisions set out in a Draft Certificate annexed hereto and marked APPENDIX "J" to GGS Hotel Holdings Canada Inc. and GGS Co. Ltd. certifying that the City's Development Agreement and Ground Lease with Lakeview are in good standing, subject to the Agreements mentioned therein being registered by Lakeview and that the Mayor and City Clerk be authorized to execute this Certificate.

- (j) That the Certificate regarding the "Original Development Agreement" incorporating the provisions set out in a Draft Certificate annexed hereto and marked APPENDIX "K", BE ISSUED by the Review Authority on behalf of the City certifying that the Developer, Greater Hamilton Developers Limited has no outstanding obligations with regard to the property upon which the Sheraton Hamilton Hotel is situated, under the Original Development Agreement, save as set out in the Interface Agreement or contained in the Ground Lease between the City and Lakeview.
- (i) That Mr. D. W. Vyce, Co-ordinator of the Lloyd D. Jackson Square be authorized to execute this Certificate on behalf of the City as a member of the Review Authority.
- (k) That a Certificate on General Matters incorporating the provisions set out in the Draft Certificate annexed hereto and marked APPENDIX "L", BE EXECUTED by the Mayor and City Clerk to approve proposed alterations to the Hotel's Banquet facilities and to confirm the status of several previous agreements with Lakeview Development Limited.
- * (l) That the City Treasurer BE DIRECTED to invest the lump sum payment of \$400,000. for the highest possible compound value.
- ** (m) That the appropriate Agreements BE AMENDED to provide for the 74 parking spaces to continue to be utilized and maintained as a parking garage throughout the term of the Ground Lease as presently constructed and that the Lease Amending Agreement incorporate this amendment.
- *** (n) That the foregoing BE SUBJECT TO CONFIRMATION satisfactory to the City's Legal Counsel that the Indemnity provided by GGS Hotel Holdings Canada Limited is enforceable in accordance with its terms.

Respectfully submitted,

ALDERMAN J. SMITH, CHAIRMAN
PLANNING AND DEVELOPMENT COMMITTEE

Susan K. Reeder
Secretary
1989 April 7

* Section 1 (l) amended by changing the figure of \$200,000 in the second line to read \$400,000

** Section 1 (m) added during Council
Recorded vote, see page 512

*** Section 1 (n) added during Council
Recorded vote, see page 513

ASSIGNMENT OF GROUND LEASE

THIS AGREEMENT made as of and effective from the 31st day of March, 1989.

BETWEEN:

LAKEVIEW DEVELOPMENT LTD.,

(hereinafter referred to as the "Assignor")

OF THE FIRST PART,

- and -

GGS HOTEL HOLDINGS CANADA INC.,

(hereinafter referred to as the "Assignee")

OF THE SECOND PART,

- and -

THE CORPORATION OF THE CITY OF HAMILTON,

(hereinafter referred to as the "Lessor")

OF THE THIRD PART,

WHEREAS by a Ground Lease dated the 3rd day of May, 1983 and registered in the Land Registry Office for the Registry Division of Wentworth (No. 62) on the 31st day of January, 1984 as Instrument Number 271066 C.D. amended by certain agreements including, by agreement dated May 3, 1983 registered September 17, 1984 as Instrument No. 292838 C.D. and by agreement dated July 29, 1983 registered September 17, 1984 as Instrument No. 292840 and by agreement dated March 31, 1989 registered on the * day of *, 1989, as Instrument No. * (the "Lease"), the Lessor leased to the Assignor as lessee, certain premises (the "Leased Premises") in the City of Hamilton, in the Province of Ontario and described in the Lease and in Schedule "A" attached hereto for and during a term (the "Term") of eighty-six (86) years, five (5) months and twenty-eight (28) days, commencing on the 3rd day of May, 1983 and expiring on the 31st day of October, 2069;

AND WHEREAS the Lease contains a covenant on the part of the lessee ("Lessee") not to assign the Lease or sublet the Leased Premises without the consent of the Lessor;

AND WHEREAS the Assignor has agreed to assign the Lease to the Assignee subject to obtaining the consent of the Lessor to such assignment;

AND WHEREAS the Assignor has applied to the Lessor for the consent of the Lessor to assign the Lease to the Assignee, subject to and upon the conditions herein set out;

AND WHEREAS the Lessor has agreed to grant its consent to the within assignment as of the 31st day of March, 1989 (the "Effective Date") subject to the terms and conditions herein set out;

Appendix "A" as referred to in Section 1(a) of the TENTH Report for 1989 of the Planning and Development Committee.

AND WHEREAS GGS Co. Ltd. (the "Guarantor") has agreed to execute the indemnity agreement attached hereto as Schedule "B" for the purpose of acknowledging the Guarantor's agreement to indemnify and save the Lessor harmless from and against non-payment of rent and any non-observance or non-performance of any of the other terms, covenants and conditions contained in the Lease to be observed and performed on the part of the Lessee therein;

NOW THEREFORE in consideration of the mutual covenants and agreements between the parties to this Agreement and the sum of One Dollar (\$1.00) that has been paid by each of the parties to each of the others, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. The Assignor hereby transfers, sets over and assigns unto the Assignee, as of and from the Effective Date, all of its right, title and interest in the Lease and the Leased Premises including the unexpired residue of the term of the Lease and all benefits to be derived thereunder.

To have and to hold the same unto the Assignee, subject to the payment of the rent and such other amounts as may hereafter become due and payable under the terms of the Lease and the observance and performance of the covenants of the Lessee and conditions contained in the Lease.

2. The Assignor covenants and agrees with the Assignee that:

- (a) The Lease is a good, valid and subsisting Lease in full force and effect, the rent thereby reserved has been duly paid up to the Effective Date, and the Assignor is not in default under any of the covenants, terms and conditions therein contained as of the Effective Date;
- (b) The Assignor has good right, full power and absolute authority to assign the Leased Premises and the Lease in the manner aforesaid, according to the true intent and meaning of this Agreement, free and clear of all liens, mortgages, charges and encumbrances, except for such permitted encumbrances as are set out in Schedule "C" attached hereto or as may be accepted from time to time by the Assignee, and subject to receipt of certain approvals, including the approval of the Lessor, which have been or shall be obtained prior to the Effective Date hereof;
- (c) Subject to the payment of rent and to the observance and performance of the terms, conditions contained in the Lease on the part of the Lessee therein to be observed and performed, and subject to the terms and conditions of the Lease, the Assignee may enter into and upon and hold and have quiet enjoyment of the Leased Premises for the residue of the Term granted by the Lease for its own use and benefit without any interruption by the Assignor or by any person whomsoever claiming through or under the Assignor;

- (d) The Assignor will from time to time hereafter, at the request and cost of the Assignee, promptly execute such further assurances of the assignment of the Lease as the Assignee may reasonably require;
- (e) The Assignor will indemnify and save harmless the Assignee from all actions, suits, costs, losses, charges, demands and expenses in respect of any non-payment of any amount payable under the Lease or any non-observance or non-performance of any covenant in the Lease by the Assignor prior to the Effective Date.

3. The Assignee covenants with the Assignor that:

- (a) It will at all times during the balance of the Term of the Lease pay the rent and all other amounts required to be paid by the Assignor in its capacity as "Lessee", under the Lease and observe and perform the terms, covenants and conditions contained in the Lease on the part of Assignor in its capacity as "Lessee" therein, to be observed and performed, including, without limitation, the provisions of the Lease relating to the permitted use of the Leased Premises; and
- (b) It will indemnify and save harmless the Assignor from all actions, suits, costs, losses, charges, demands and expenses incurred or suffered by the Assignor as a direct or indirect result of any breach by the Assignee of the covenant provided for in paragraph 3(a) above, or any breach by the Assignee of any term of the Lease, or any failure or refusal to pay any rent or any other amount, or any failure or refusal to observe, perform and comply with the terms of the Lease.

4. The Assignee hereby covenants and agrees with the Lessor that it will at all times from and after the Effective Date during the balance of the Term of the Lease pay the rent reserved by the Lease and all other payments covenanted to be paid by the Lessee therein at the times and in the manner provided for in the Lease, and will observe and perform all of the terms, covenants and conditions contained in the Lease on the part of the Lessee therein to be observed and performed as and when the same are required to be observed and performed as provided by the Lease, including, without limitation, the provisions of the Lease relating to the permitted use of the Leased Premises.

5. The Assignee acknowledges that it has received a copy of the executed Lease and is familiar with the terms, covenants and conditions contained therein.

6. The Lessor consents to this assignment of the Lease from the Assignor to the Assignee as of and from the Effective Date upon and subject to the following terms and conditions:

- (a) This consent does not in any way derogate from the rights of the Lessor under the Lease nor operate to release the Assignor from its obligation to pay rent from time to time becoming due under the Lease and from the non-observance or non-performance of all of the terms, covenants

and conditions contained in the Lease on the part of the Lessee therein to be observed and performed (and the Lessor's rights and remedies arising as a result of any such non-performance or non-observance) all subject to the terms of the Lease and notwithstanding the within assignment (or any disaffirmance or disclaimer of the within assignment), the Assignor shall remain liable during the balance of the Term of the Lease for the observance and performance of all the terms, covenants and conditions contained in the Lease.

- (b) Notwithstanding any variations in the Lease, the Assignor hereby waives any right it may have to obtain the benefit of surety or similar equitable principles which might affect its liability as hereinbefore referred to;
- (c) This consent does not constitute a waiver of the necessity for consent to any further transfer, assignment, sublease, mortgaging or encumbering of the Lease or the Leased Premises or the parting with or sharing possession of all or any part of the Leased Premises by the Assignee. If the Assignee proposes to effect a further transfer, assignment, sublease, mortgage or encumbrance of the Lease or Leased Premises, the terms of the Lease and this Agreement shall apply and must be observed. For the purpose of this provision, any transfer, or issue by sale, bequest, inheritance, operation of law or other disposition or by subscription from time to time of all or any part of the corporate shares of the Assignee which results, in the Lessor's opinion, in any change in the present effective voting control of the Assignee, shall be deemed to be a transfer within the meaning of this Agreement, and the transferee shall be deemed to be the party or parties who acquire the said shares and the provisions herein regarding any transfer and transferee shall apply mutatis mutandis thereto.
- (d) By giving its consent pursuant to this Agreement, the Lessor does not hereby acknowledge or approve of any of the terms of this Agreement as between the Assignor and Assignee nor does the Lessor acknowledge or approve thereby of any other agreement between the Assignor and the Assignee, except for the assignment itself;
- (e) The Assignor and the Assignee shall, at their expense, promptly execute such further documentation with respect to Leased Premises as the Lessor reasonably requires from time to time;
- (f) The Assignee shall from and after the Effective Date maintain the insurance which the Lessee is required to take out pursuant to the Lease.
- (g) The Assignor agrees to maintain in force its insurance as required by the Lease until the Lessor has received the evidence of insurance required by section 6(f) hereof;

(h) The Assignee acknowledges and agrees that:

- (i) it is accepting possession of the Leased Premises in an "as is" condition as of the Effective Date;
 - (ii) the Lessor has no responsibility or liability for making any renovations, alterations, repairs, improvements in or to the Leased Premises;
 - (iii) all further renovations, alterations, repairs, improvements in or to the Leased Premises including without limitation those set out in Schedule "D" hereto, shall involve no cost or expense to the City and shall be completed strictly in accordance with the provisions of the Lease as may be amended from time to time;
 - (iv) in accordance with the requirements of section 4 of the Lease, the Assignee agrees that this assignment is subject to the Lessor's absolute right of property in the Improvements as defined in the Lease, with this right of the Lessor, effective upon the termination of the Lease and being in priority to any other interest in the Improvements which may now exist or hereafter be created or acquired by the Lessee or the Assignee and that all dealings by the Lessee or the Assignee which in any way affect the title of the Improvements shall be made expressly subject to the Lessor's absolute right of property in the Improvements;
 - (v) in the event of termination of the Lease in accordance with the provisions thereof, the rights of the Assignee shall terminate automatically in accordance with the provisions of the Lease;
 - (vi) it shall not mortgage its leasehold interest nor agree to mortgage its leasehold interest unless it has obtained the consent of the Lessor and the mortgagee has executed an agreement with the Lessor pursuant to section 16.01 of the Lease in the form required by the Lease. Any mortgage in contravention of this provision shall be null and void;
 - (vii) the provision in section 22.09 of the Lease indicating that the Lessor will honour the Hotel Agreement, does not and shall not be interpreted as imposing any financial liability whatsoever on the Lessor;
- (i) This assignment of the Lease is deemed not to have been delivered to the Assignee by the Assignor until the consent of the Lessor has been evidenced by the execution of this Agreement by the Lessor and the delivery thereof to both the Assignor and the Assignee.

7. (a) The Lessor confirms and acknowledges that the Lease is valid, in good standing and in full force and effect, unchanged and unmodified except in accordance with this Agreement. It is understood and agreed that all terms and expressions when used in this Agreement have the same meaning as they have in the Lease; and

(b) The Lessee, Assignor and Assignee do in all other respects hereby confirm that the Lease is in full force and effect, unchanged and unmodified except in accordance with the Agreement. It is understood and agreed that all terms and expressions when used in this Agreement have the same meaning as they have in the Lease.

8. The Lessor acknowledges that it is holding a Letter of Credit in respect of a prepayment of rent received by the Assignor pursuant to a Sublease registered as Instrument No. *. The Lessor agrees to return this Letter of Credit after a good and valid surrender of the Sublease is registered on title to the Leased Premises.

9. This Agreement shall be interpreted under and governed by the laws of the Province of Ontario.

10. The parties hereto do hereby agree that the address for service of the Lessee under Section 21.01 of the Lease shall be amended to include the address for service of the Assignee, by inserting the following immediately prior to the second sentence in section 21.01:

With a copy to be delivered addressed to the attention of an officer of
GGH Hotel Holdings Canada Inc. at:

Messrs. McMillan, Binch
P.O. Box 38, South Tower
Royal Bank Plaza
Toronto, Ontario M5J 2J7

Attention: Mr. David McCordic

11. The Assignee shall not be entitled to assign, sublet, transfer, mortgage, encumber or convey its interest in the Lease or the Leased Premises or any part thereof unless the Assignee shall have obtained the consent of the Lessor thereto, pursuant to and as more fully set out in the Lease as amended from time to time and the assignee, sublessee or transferee has executed an assumption agreement in registrable form with the Lessor in the form attached hereto as Schedule "E" whereby the assignee, sublessee or transferee agrees to be bound by the provisions of the Lease as amended hereby. Any assignment, sublet, transfer or conveyance in contravention of this provision shall be null and void.

12. The parties hereto hereby acknowledge, confirm and agree that the recitals above are true and form part of this Agreement.

13. This Agreement shall enure to the benefit of and shall be binding upon the Assignor, the Assignee, the Lessor, and their permitted successors and permitted assigns, respectively.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written by affixing their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

LAKEVIEW DEVELOPMENT LTD.

Per: _____

Per: _____

GGH HOTEL HOLDINGS CANADA INC.

Per: _____

Per: _____

**THE CORPORATION OF THE CITY OF
HAMILTON**

Per: _____

Per: _____

SCHEDULE "B"

Indemnity Agreement

THIS AGREEMENT made as of and effective from the 31st day of March, 1989

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON

(hereinafter referred to as the "Lessor")

OF THE FIRST PART

- and -

GGG CO. LTD.

(hereinafter referred to as "Indemnifier")

OF THE SECOND PART

In order to induce the Lessor to enter into an Assignment of Ground Lease (the "Agreement") a copy of which is attached hereto, dated as of and effective from the 31st day of March, 1989, and made between Lakeview Development Ltd., as Assignor and GGS Hotels Canada Inc. as Assignee, with respect to a certain lease (the "Lease") dated the 3rd day of May, 1983, and made between Lessor, as lessor, and Lakeview Development Ltd., as lessee (as more particularly described in the Agreement), and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Indemnifier hereby makes the following indemnity and agreement (the "Indemnity") with and in favour of the Lessor:

1. The Indemnifier hereby agrees with the Lessor that at all times during the Term of the Lease and any extension or renewal of the Lease (the Lease and the Agreement being herein referred to as the "Lease") it will:

- (a) make the due and punctual payment of all Rent, monies, charges and other amounts of any kind whatsoever payable under the Lease by the Lessee whether to the Lessor or otherwise and whether the Lease has been disaffirmed or disclaimed;
- (b) effect prompt and complete performance of all and singular the terms, covenants and conditions contained in the Lease on the part of the Lessee to be kept, observed and performed; and,
- (c) indemnify and save the Lessor harmless from any loss, costs, claims, demands, or damages arising out of any failure by the Lessee to pay the aforesaid Rent, monies, charges or other amounts due under the Lease or resulting from any failure by the Lessee to observe or perform any of the terms, covenants and conditions contained in the Lease.

2. This Indemnity is absolute and unconditional and the obligations of the Indemnifier shall not be released, discharged, mitigated, impaired or affected by:

- (a) any extension of time, indulgences or modifications which the Lessor extends to or makes with the Lessee in respect of the performance of any of the obligations of the Lessee under the Lease;

Appendix "B" as referred to in Section 1(a)(i) of the TENTH Report for 1989 of the Planning and Development Committee.

- (b) any waiver by or failure of the Lessor to enforce any of the terms, covenants or conditions contained in the Lease;
- (c) any assignment of the Lease by the Assignee or by any trustee, receiver or liquidator;
- (d) any consent which the Lessor has given to the Agreement or to any subletting;
- (e) any amendment to the Lease or any waiver by the Lessee of any of its rights under the Lease;
- (f) the expiration of the Term; or,
- (g) any limitation on recovery or otherwise imposed on the Lessor, including without limitation under section 22.13 of the Lease whereunder any recovery by the Lessor is limited to the Leased Premises, with the Lessor to be entitled to recover against all of the assets of the Indemnifier in addition to the interest in the Leased Premises of the Assignee.

3. The Indemnifier hereby expressly waives notice of the acceptance of this Agreement and all notice of non-performance, non-payment or non-observance on the part of the Lessee of the terms, covenants and conditions contained in the Lease. Without limiting the generality of the foregoing, any notice which the Lessor desires to give to the Indemnifier shall be sufficiently given if delivered or if mailed by prepaid registered or certified post addressed to the Indemnifier at the Leased Premises, and every such notice is deemed to have been given upon the day it was so delivered or if mailed, seventy-two (72) hours after it was mailed. The Indemnifier may designate by notice in writing a substitute address in Ontario for that set forth above and thereafter notices shall be directed to such substitute address.

4. In the event of a default under the Lease or under this Indemnity, the Indemnifier waives any right to require the Lessor to:

- (a) proceed against the Assignor or the Lessee or pursue any rights or remedies against the Assignor or the Lessee with respect to the Lease;
- (b) proceed against or exhaust any security of the Assignor or the Lessee held by the Lessor; or
- (c) pursue any other remedy whatsoever in the Lessor's power. The Lessor has the right to enforce this Indemnity regardless of the acceptance of additional security from the Assignor or Lessee and regardless of any release or discharge of the Assignor or Lessee by the Lessor or by others or by operation of any law.

5. Without limiting the generality of the foregoing, the liability of the Indemnifier under this Indemnity is not and is not deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Assignor or Assignee in any receivership, bankruptcy, winding up or other creditors' proceedings or the rejection, disaffirmance or disclaimer of the Lease in any proceeding and shall continue with respect to the periods prior thereto and thereafter, for and with respect to the Term as if the Lease had not been disaffirmed or disclaimed, and in furtherance hereof, the Indemnifier agrees, upon any such disaffirmance or disclaimer, that the Indemnifier shall, at the option of the Lessor, become the lessee of the Lessor upon the same terms and conditions as are contained in the Lease, applied mutatis mutandis. The liability of the Indemnifier shall not be affected by any repossession of the Leased Premises by the Lessor, provided, however, that the net payments received by the Lessor after deducting all costs and expenses of repossessing and reletting the Leased Premises

shall be credited from time to time by the Lessor against the indebtedness of the Indemnifier hereunder and the Indemnifier shall pay any balance owing to the Lessor from time to time immediately upon demand.

6. No action or proceedings brought or instituted under this Indemnity and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Indemnity by reason of any further default hereunder or in the performance and observance of the terms, covenants and conditions contained in the Lease.

7. No modification of this Indemnity shall be effective unless the same is in writing and is executed by both the Indemnifier and the Lessor.

8. The Indemnifier shall, without limiting the generality of the foregoing, be bound by this Indemnity in the same manner as though the Indemnifier were the Lessee named in the Lease.

9. All the terms, covenants and conditions of this Indemnity extend to and are binding upon the Indemnifier, its administrators, successors and assigns, and enure to the benefit of and may be enforced by the Lessor, its successors and assigns, as the case may be.

10. The expressions "Lessor", "Lessee", "Rent", "Term", and "Leased Premises" and other terms or expressions where used in this Indemnity, respectively, have the same meaning as in the Lease.

11. This Agreement shall be construed in accordance with the laws of the Province of Ontario.

12. Wherever in this Indemnity reference is made to the Lessor, the Lessee or the Assignee, the reference is deemed to apply also to the respective administrators, successors and assigns and permitted assigns, respectively, of the Lessor, the Lessee and the Assignee, as the case may be. Any assignment by the Lessor of any of its interest in the Lease operates automatically as an assignment to such assignee of the benefit of this Indemnity.

IN WITNESS WHEREOF the Lessor and the Indemnifier have signed and sealed this Indemnity.

SIGNED, SEALED AND DELIVERED

in the presence of:

THE CORPORATION OF THE CITY OF
HAMILTON

Per: _____

GGG CO. LTD.

Per: _____

Witness

04/11/89

-568-

AGT-HAM4
JSP (10/04/89)

THIS AGREEMENT made as of the 31st day of March, 1989.

MENT
OF
HAMILTON

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON,
(hereinafter called the "City")

OF THE FIRST PART

- and -

LAKEVIEW DEVELOPMENT LIMITED,
(hereinafter called the "Lakeview")

OF THE SECOND PART

- and -

FIRST PHASE CIVIC SQUARE LIMITED
(hereinafter called "First Phase")

OF THE THIRD PART

- and -

SECOND PHASE CIVIC SQUARE LIMITED
(hereinafter called "Second Phase")

OF THE FOURTH PART

- and -

FOURTH PHASE CIVIC SQUARE LIMITED
(hereinafter called "Fourth Phase")

OF THE FIFTH PART

- and -

GGS HOTEL HOLDINGS CANADA INC.
(hereinafter called "GGS")

OF THE SIXTH PART

- and -

KING STREET HAMILTON HOTEL LIMITED PARTNERSHIP
(hereinafter called the "Limited Partnership")

OF THE SEVENTH PART

WHEREAS:

1. The City, as lessor, has entered into a ground lease with Second Phase, as lessee, dated November 19, 1975, which lease has been registered as Instrument No. 21613C.D.;

Appendix "C" as referred to
in Section 1(b) of the
TENTH Report for 1989 of
the Planning & Development
Committee.

2. The City, as lessor, has entered into a ground lease with Fourth Phase, as lessee, dated June 1, 1981, which lease has been registered as Instrument No. 197189C.D.;

3. The City, as lessor, has entered into a ground Lease with Lakeview, as lessee, dated May 3, 1983, which lease has been registered as Instrument No. 271088C.D. and which lease was amended by agreements dated May 3, 1983 and July 29, 1983 such amending agreements being registered as Instruments No. 292838C.D. and No. 292840C.D. respectively (such lease and amending agreements being collectively called the "Hotel Lease");

4. The City and Lakeview entered into an agreement dated November 19, 1981, registered as Instrument No. 292838C.D., in which Lakeview agreed, inter alia, to construct a hotel (hereinafter called the "Hotel") on the lands referred to in the Hotel Lease, which agreement was amended by further agreements dated August 3, 1982, May 3, 1983 and July 29, 1983 registered as Instrument Nos. 292837C.D., 292838C.D. and 292840C.D. (such agreements and amendments being collectively called the "Development Agreement");

5. The City, Lakeview, Second Phase and Fourth Phase have entered into an interface agreement dated as of July 30, 1984, which agreement has been registered as Instrument No. 161659L.T. and as Instrument No. 320192C.D. (herein referred to as the "Interface Agreement");

6. The Development Agreement, the Hotel Lease and the Interface Agreement provide and set out, inter alia, certain rights and obligations of the parties hereto, namely:

- (a) that Lakeview, as sublessor, shall sublease to the City, as sublessee, the parking area to be included in the construction of the Hotel; and
- (b) that the City, Lakeview, Fourth Phase, Second Phase and First Phase Civic Square Limited ("First Phase") shall enter into a hotel parking agreement (the "Hotel Parking Agreement") wherein the parking area of the Hotel (the "Hotel Parking") shall be pooled with the underground parking provided by Fourth Phase, Second Phase and First Phase on such basis as shall be agreed upon by the parties hereto in the Hotel Parking Agreement;

7. The City and Lakeview wish to amend the Hotel Lease and the parties hereto wish to amend the Interface Agreement all on the terms, covenants and conditions as hereinafter set out.

NOW THEREFORE in consideration of the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, this agreement witnesseth as follows:

1. Lakeview shall pay to the City, upon the execution of this Agreement, the sum of FOUR HUNDRED THOUSAND (\$400,000.00) DOLLARS in exchange for the absolute release by the City in favour of Lakeview of Lakeview's obligations to enter into a sublease with the City of the Hotel Parking as contemplated by the Hotel Lease, the Interface Agreement and the Development Agreement and, without limiting the generality hereof, as more specifically set out and described in Section 22.14 of the Hotel Lease.

- 3 -

2. The City and Lakeview do each hereby release absolutely the other from their mutual obligations to enter into a sublease of the Hotel Parking as contained in the Hotel Lease and the Development Agreement and, without limiting the generality hereof, as more specifically set out and described in Section 22.14 of the Hotel Lease and Section 5.01 of the Development Agreement. Subject to the rights of the City under subparagraph 3.03(a)(iii) of the Hotel Lease to receive as additional rent the payments for the capital costs described therein, the City also hereby releases Lakeview and its successors in title to the Hotel from all other claims or requests for consideration arising from or based on the City's capital contribution to the cost of construction of the Hotel including the Hotel Parking.

3. Lakeview hereby releases absolutely and forever discharges the City from its obligations to provide at its expense and pay for the operation and maintenance of the Hotel Parking as such parking is more specifically referred to and identified in the Development Agreement and the Hotel Lease, including without limitation, Section 5.01 of the Development Agreement and Section 4.02 of the Hotel Lease.

4. The City and Lakeview hereby agree that the Hotel Lease is further amended by the addition of the following as subparagraphs (c), (d) and (e) to Section 12.01 of Article XII:

- (c) (i) upon the registration of an assignment of this lease by the Lessee to a third party (herein the "First Assignee"), which assignment requires the leave of the Lessor under the provisions of subparagraph (a) of this Section 12.01, and upon such leave being granted by the Lessor, the Lessee shall continue to be bound by all of the terms, covenants and conditions as contained in this lease and such assignment shall not release or impair the continuing obligations of the Lessee thereunder; and
- (ii) upon the registration of an assignment of this lease by the First Assignee to a third party, which assignment requires the leave of the Lessor under the provisions of subparagraph (a) of this Section 12.01, and upon such leave being granted by the Lessor, then the Lessee, the First Assignee and any guarantor(s) of the obligations and liabilities of the First Assignee in respect of all obligations and liabilities from and after registration of the assignment shall automatically be released from their respective obligations to perform and/or comply with the terms, covenants and conditions contained in this lease and/or in any guarantees or indemnities in favour of the Lessor, as the case may be; and upon the registration of such assignment by the First Assignee to a third party the last sentence of Section 12.01(a) and Section 22.13 of this lease shall be deemed deleted from this lease and of no further force and effect.
- (d) Notwithstanding the provisions contained in Section 22.10 of this lease, upon any request being made to the City by the Lessee, the First Assignee or any subsequent assignee or sub-tenant under this lease, the City shall have 45 days after receipt of such request to advise the requesting party in writing either that it grants its leave to such request or that it withholds its leave to such request, the remaining provisions contained in Section 22.10 to continue to apply;
- (e) The third party on registration of such assignment shall execute and deliver to the Lessor such further assurances of the matters set out in this Section 12.01 as the Lessor may reasonably require;
- (f) The parties agree that GGS is the First Assignee.

5. The City and Lakeview acknowledge and agree that there shall be no

accounting whatsoever as between themselves for any income and/or operating expenses including, without limiting the generality hereof, construction costs, structural repairs, maintenance and ordinary repairs and the operating of the Hotel Parking received and/or incurred by Lakeview up to and including the date of execution of this Agreement.

6. The City acknowledges and agrees that notwithstanding Section 5.01 of the Development Agreement the City is and shall not be entitled to any revenues whatsoever derived from the operation of the Hotel Parking.

7. The City hereby releases Lakeview, Second Phase, Fourth Phase and First Phase from their obligations to enter into the Hotel Parking Agreement with the City as contained in the Interface Agreement, without limiting the generality hereof, as more specifically set out and described in Section 4 of the Interface Agreement.

8. Lakeview, Second Phase and Fourth Phase do each hereby release the City from its obligations under or connected to the Interface Agreement, to enter into the Hotel Parking Agreement and any easement agreements related thereto, including without limitation the obligations specifically set out in Section 4 of the Interface Agreement. Notwithstanding the foregoing the City agrees that it shall provide at its cost, the amended reference plan required by Section 4.5 of the Interface Agreement.

9. Lakeview, Second Phase and Fourth Phase hereby confirm, as amongst themselves, their continuing obligations, as contained in the Interface Agreement, to enter into the Hotel Parking Agreement and, without limiting the generality thereof, the Hotel Parking Agreement as more specifically set out and described in Section 4 of the Interface Agreement.

10. The City and Lakeview do in all respects hereby confirm that the Hotel Lease is in full force and effect, unchanged and unmodified, except as contained in and in accordance with this Agreement.

11. The parties hereto do in all respects hereby confirm that the Interface Agreement is in full force and effect, unchanged and unmodified, except as contained in and in accordance with this Agreement.

12. It is understood and agreed that all terms and expressions when used in this Agreement shall, where such terms and expressions refer to the Hotel Lease, have the same meanings as they have in the Hotel Lease and, where such terms and expressions refer to the Interface Agreement, have the same meanings as they have in the Interface Agreement.

13. Lakeview, the Limited Partnership and GGS hereby jointly and severally irrevocably indemnify and save harmless the City, its successors and assigns from and against all damages, losses and costs of any kind incurred by the City as a result of any action, cause of action, claim or demand by a third party based upon the execution and delivery of this Agreement by the City, and/or the release of parking rights hereunder.

14. This Agreement is subject to the approval of Canada Mortgage and Housing Corporation and the Minister of Municipal Affairs.

15. Lakeview, the Limited Partnership and GGS agree that this Agreement shall be registered against title to the Hotel lands.

16. First Phase, GGS and the Limited Partnership acknowledge the foregoing Agreement and concur with its terms.

17. This Agreement shall be interpreted under and governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first written above by affixing their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

**THE CORPORATION OF THE CITY OF
HAMILTON**

Per: _____ c/s

Per: _____ c/s

LAKEVIEW DEVELOPMENT LIMITED

Per: _____ c/s

Per: _____ c/s

FIRST PHASE CIVIC SQUARE LIMITED

Per: _____ c/s

Per: _____ c/s

**SECOND PHASE CIVIC SQUARE
LIMITED**

Per: _____ c/s

Per: _____ c/s

**FOURTH PHASE CIVIC SQUARE
LIMITED**

Per: _____ c/s

Per: _____ c/s

GGS HOTEL HOLDINGS CANADA INC.

Per: _____ c/s

Per: _____ c/s

**KING STREET HAMILTON HOTEL
LIMITED PARTNERSHIP**

Per: _____ c/s

Per: _____ c/s

THIS PEDESTRIAN BRIDGE AGREEMENT in quadruplicate, as of the 28th day of March, 1985.

BETWEEN:

LAKEVIEW DEVELOPMENT LTD. and LAKEVIEW
DEVELOPMENT LTD. & KING STREET HAMILTON
HOTEL LIMITED PARTNERSHIP

(hereinafter called "Lakeview")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF HAMILTON

(hereinafter called the "City")

OF THE SECOND PART

WHEREAS:

- (a) Lakeview and the City have entered into and registered on title to the land described in Schedule "A" attached hereto, the following agreements: Development Agreement, dated November 19, 1981, registered as Instrument No. 292836 C.D.; Agreement dated August 3, 1982, registered as Instrument No. 292837 C.D.; Closing Agreement, dated May 3, 1983, registered as Instrument No. 292838 C.D.; and an Agreement dated July 29, 1983, registered as Instrument No. 292840 C.D. (herein these Agreements shall collectively be referred to as the "Development Agreement");
- (b) The City, as Landlord of the land described in Schedule "A" attached hereto, has entered into a Ground Lease dated May 3, 1983 with Lakeview as Tenant (registered as Instrument No. 271066 C.D.), which Lease was amended by further Agreement dated July 29, 1983, registered as Instrument No. 292840 C.D. and a further Agreement dated May 3, 1983 (Closing Agreement), registered as Instrument No. 292838 C.D. (hereinafter collectively called the "Ground Lease");
- (c) The Development Agreement and the Ground Lease have both been amended by a further Agreement, dated November 1, 1984, registered as Instrument No. _____.
- (d) Sections 3.04(2), 5.01, Schedules B-3, B-9 and "C" of the Agreement, registered as Instrument No. 292836 C.D., and Section 10 of an unexecuted Interface Agreement, attached as Schedule "A" to the May 3, 1983 Closing Agreement, registered as Instrument No. 292838 C.D., contemplate that an Interface Agreement will be entered into inter alia by the City and Lakeview to provide for inter alia construction of and use of a climate-controlled overpass (for pedestrians), above King Street West, in the City of Hamilton, to connect both the Hotel and appurtenances as defined in the Ground Lease as the "Improvements" being constructed by Lakeview, located on the land described

Appendix "D" as referred to in Section 1(c) of the TENTH Report for 1989 of the Planning & Development Committee.

in Schedule "A" attached hereto and the other Lloyd D. Jackson Square facilities and buildings North of King Street West, with the Hamilton Convention Centre, the Art Gallery and the Plaza and other facilities situate South of King Street West;

- (e) The City, Lakeview, Second Phase Civic Square Limited and Fourth Phase Civic Square Limited have entered into an Interface Agreement as of July 30, 1984, which Agreement was registered on title to the land described in Schedule "A" attached hereto as Instrument No. 161659 L.T.;
- (f) The July 30, 1984 Interface Agreement does not include (as intended by the Development Agreement, registered as Instrument No. 292836 C.D. and by the Closing Agreement, registered as Instrument No. 292838 C.D.), provisions in respect of the said climate-controlled overpass (for pedestrians) referred to in recital (d) above;
- (g) Section 3.01 of the Ground Lease states that the demised premises are "...subject to and together with the rights and easements reserved or to be reserved as set out in the Development Agreement...".
- (h) The parties hereto wish to record by this Agreement, their respective rights and obligations in respect of the said climate-controlled overpass (for pedestrians) which bridge as further defined in paragraph 12 herein shall hereinafter be called the "Pedestrian Bridge";
- (i) The Regional Municipality of Hamilton-Wentworth, at its meeting of April 17, 1984, in adopting Item 16 of Report 8-84 of the Engineering Services Committee, did grant permission during the pleasure of the Region for a pedestrian bridge across and above King Street West, a highway under the jurisdiction of The Regional Municipality of Hamilton-Wentworth, upon the following conditions:
 - (a) That the minimum clearance over the roadway be 4.42 metres;
 - (b) That no drainage from the structure be allowed to fall onto the road allowance;
 - (c) That normal maintenance functions be undertaken from within the structure;
 - (d) That provision be made on the east side of the structure to permit the fastening of banners so that in future different organizations will not be required to use utility poles or special banner poles for this function;
 - (e) That the City of Hamilton save the Region harmless from all actions, interests, claims, demands, costs, damages, expenses and loss associated with the Pedestrian Bridge."

- (j) The City has retained Trevor P. Garwood-Jones, an architect, to prepare plans and specifications for the Pedestrian Bridge and the City has entered into a contract with Pigott Construction Limited for the construction of that Pedestrian Bridge at a price of One Million, Nine Thousand Dollars (\$1,009,000.00);
- (k) Lakeview has paid to the City the sum of Sixty-Four Thousand, Eight Hundred & Forty Dollars (\$64,840.00) in respect of the City's construction contract with Pigott Construction Limited and agreed to assume other obligations and expenses referred to herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the premises and the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out and in further consideration of the sum of One (\$1.00) Dollar paid by each of the parties hereto to the other (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Lakeview hereby grants to the City, its successors and assigns, and all those claiming under any of them, the right, interest and EASEMENT on, over, along and upon those areas of the Improvements on Lakeview's leasehold land described in Schedule "A" attached hereto, more particularly described in Schedule "A₁", hereto, to be enjoyed and used as appurtenant to the City's land described in Schedule "B" attached hereto, for and during a term commencing on March 28, 1985 and continuing to and including the 31st day of October, 2069, in accordance with the terms and conditions set out herein:

1.1 The easement shall be for the purposes set out in this Agreement, including the following:

- (a) to enter onto, install, construct, reconstruct, connect, remove, repair, operate, maintain, alter and replace the Pedestrian Bridge, including all appurtenances thereto, to the Plaza Level (Elevation 337' above sea level) of Lakeview's Improvements situate within the limits of the leasehold land described in Schedule "A" at the location shown on Schedule A₂ hereto;
- (b) for servants, agents, contractors and workmen and all other persons duly authorized by the City, at all reasonable times and from time to time, to pass and repass over, along and on that portion of Lakeview's leasehold land described as *, and over, along and on the areas open to the public of the Improvements located on the Schedule "A" leasehold land with all plant, machinery, material, vehicles and equipment which may be necessary or incidental to the exercise and enjoyment of the rights of the City under this Agreement;
- (c) for the provision of the necessary and sufficient physical support and accommodation to the installation, construction, repair, reconstruction, alteration, replacement and use of the Pedestrian Bridge on the Schedule "A" leasehold land as provided for in this Agreement;

- (d) to permit the Pedestrian Bridge to remain on, affixed and attached to the portion of Lakeview's Improvements on the Schedule "A" leasehold land for the purposes of this Agreement at the location shown on Schedule "A₂" hereto;

1.2 This easement shall be exercised by the City in a reasonable and usual manner so as to not unnecessarily interfere with the Hotel business of Lakeview.

1.3 The City covenants:

- (a) that all work performed by or on behalf of the City for the construction of the Pedestrian Bridge and to Lakeview's Schedule "A" leasehold premises in connection therewith have been properly and completely constructed in accordance with reasonable construction standards by fully qualified contractors of the City, in a good and workmanlike manner and in compliance with municipal and provincial rules and regulations; and,
- (b) that the City shall cause to be removed liens against the Schedule "A" leasehold lands arising in connection with the work performed for, materials furnished to and obligations incurred by the City in connection with the construction and maintenance of the Pedestrian Bridge and the City hereby agrees to indemnify and save Lakeview harmless from all losses, damages, costs and expenses relating thereto;
- (c) the City hereby agrees to indemnify and save Lakeview harmless from all losses, costs, damages and expenses incurred or suffered by Lakeview as a result of any damage to the Improvements as a result of the Pedestrian Bridge being damaged and thereby directly or indirectly causing damage to such Improvements; provided that such indemnity shall be limited in amount to the lesser of (i) the amount that Lakeview would be entitled to recover from the person(s) causing damage to the Pedestrian Bridge if Lakeview had a direct cause of action for such damage to the Improvements and was entitled to recover from such person(s); and (ii) the amount actually awarded to and received by the City (or received by the City under a settlement) in its action for damages to the Pedestrian Bridge and/or the Improvements to the extent that such money relates to the damage to the Improvements. The City agrees to diligently pursue all such actions at its cost and expense, provided that if any such loss, cost damage or expense is covered by and paid for from insurance carried by the City, then the City shall have no obligation to pursue any action.

2. Lakeview hereby:

- (a) transfers the said easement and rights free and clear of all

encumbrances save for the encumbrances set out in Schedule "B₁" hereto, to the City,

- (b) covenants with the City that it shall have the quiet possession of the said easement and rights.

3. Notwithstanding any other provision in this Agreement to the contrary, the use of the pedestrian walkway portion of the Pedestrian Bridge shall be reserved at all reasonable hours for pedestrian use by members of the public as aforesaid in paragraph 1.1 above, and in accordance with such rules and regulations as the City and Lakeview may agree, from time to time, but shall be publicly usable open space as defined in the Development Agreement, the Ground Lease and the Interface Agreement and consistent with the reasonable requirements, rules and regulations applicable to publicly usable open space in Lloyd D. Jackson Square (save as amended in this Agreement).

Provided however, that from time to time:

- (a) Lakeview shall be entitled, upon twenty-four (24) hours' notice to the City to close, for a temporary duration only, the Hotel doors to the Pedestrian Bridge and/or to request the City to close for a temporary duration only, the Convention Centre's doors to the Pedestrian Bridge in the event that certain events or patrons of such events, including without limitation, events or patrons of the Copps Coliseum, the Convention Centre or the Hotel are, in Lakeview's opinion (acting reasonably), disruptive or adverse to the operation of the Hotel or the Pedestrian Bridge; and,
- (b) The City shall be entitled, upon twenty-four (24) hours' notice to Lakeview to close, for a temporary duration only, the Convention Centre's doors to the Bridge and/or to request Lakeview to close for a temporary duration only, the Hotel's doors to the Bridge in the event that certain events or patrons of such events, including without limitation, events or patrons of the Copps Coliseum, the Convention Centre or the Hotel are, in the City's opinion (acting reasonably), disruptive or adverse to the operation of the Convention Centre or the Pedestrian Bridge.

- 4. (a) Lakeview hereby grants through that portion of its leasehold land described in Schedule A₁, free and clear of all encumbrance save for the encumbrances set out in Schedule "B₁" hereto, the right of ingress and egress over the pedestrian walkway on the Plaza Level of its Improvements to enable the free and unobstructed movement of pedestrians to and from the Pedestrian Bridge for access to and from the land South of King Street West, to and from Lakeview's premises and the land and premises of Lloyd D. Jackson Square, North of King Street West, including, without limiting the generality of the foregoing, the adjacent premises leased by the City to Second Phase Civic Square Limited and to Fourth Phase Civic Square Limited, as well as, the City's Trade Centre/Arena;

- (b) Lakeview and the City acknowledge and agree that the Pedestrian Bridge shall be used as a pedestrian walkway for the use of the public, the owners, occupants and other users, from time to time, of the facilities situate South of King Street West (including, for example, the Hamilton Convention Centre, the Art Gallery, Hamilton Place and the Plaza, and the land described in Schedule "B"), in common with the public, the owners, occupants and other users, from time to time, of the leasehold land described in Schedule "A" and of that portion of Lloyd D. Jackson Square situate North of King Street West, for the purpose of providing pedestrian access to and from the Improvements of Lakeview and the lands and premises in Lloyd D. Jackson Square, North of King Street West, above and across King Street West, to and from the land and facilities situate South of King Street West, (including, for example, Hamilton Place, the Plaza, the Art Gallery and the Schedule "B" land);
- (c) The City hereby grants to Lakeview, its successors and assigns to the full extent that it is capable of doing so, in common with all others entitled thereto from time to time the permission to enter on, over, along and upon that portion of the City's Pedestrian Bridge within the limits of Lakeview's leasehold land described in Schedule "A", to be enjoyed and used as appurtenant to Lakeview's leasehold land described in Schedule "A" attached hereto, for and during a term of Lakeview's easement herein to the City described in Section 1 hereof, for the following purposes:
- (i) to enter onto said portion of the Pedestrian Bridge for the purpose of installing, constructing, reconstructing, repairing, operating, maintaining, altering and replacing Lakeview's Improvements including all appurtenances thereto;
 - (ii) for servants, agents, contractors and workmen and other persons duly authorized by Lakeview, at all reasonable times and from time to time, to pass and repass on the said portion of the Pedestrian Bridge, with all plant, machinery, material, vehicles and equipment which may be necessary or incidental for the purpose set out in paragraph (c)(i) above.
 - (iii) provided always that it is understood and agreed by Lakeview that this easement to Lakeview in paragraph 4(c)(i) and (ii) above is subject to all the rights of the City under this easement Agreement herein from Lakeview to the City including without limitation the obligation on Lakeview in section 8(a).
 - (iv) Lakeview further covenants to exercise its rights in paragraph 4(c)(i) and (ii) above in a reasonable and usual manner so as not to unnecessarily interfere with the rights of the City under this Agreement including the use of the Bridge by pedestrians.

4.1 The City hereby grants to Lakeview, its successors and assigns to the full extent that it is capable of doing so, in common with all others entitled thereto from time to time, the permission to enter on, over and along and upon the Pedestrian Bridge to be enjoyed and used as appurtenant to Lakeview's leasehold land described in Schedule "A" hereto for and during the term of Lakeview's easement herein to the City described in Section 1 hereof for the following purpose, namely: to be used as a pedestrian walkway for the use of the owners, occupants and other users, from time to time of Lakeview's leasehold land described in Schedule "A" hereto in order to provide pedestrian access to and from the improvements of Lakeview and the lands and premises comprising the Convention Centre.

5. (a) Title to the Pedestrian Bridge shall be vested in and remain with the City, notwithstanding that it is, at its northerly end, affixed to Lakeview's Improvements.

(b) In the event of the termination of the Ground Lease for any reason whatsoever (in which event title to and ownership of Lakeview's Improvements shall, in due course, according to the terms of the Ground Lease, vest in the City) this Pedestrian Bridge Agreement shall terminate.

(c) Notwithstanding any other provision contained in this Agreement, in the event of any conflict between the terms of this Agreement and the terms of the Ground Lease and/or the Development Agreement, the terms contained in and set out in the Ground Lease and/or the Development Agreement shall prevail.

5.1 The title of the City shall include such rights as:

(a) the right of the City to control the use, to rent, to license or to use the Pedestrian Bridge or any part thereof with banners, lights, flags, signs, commercial and non-commercial display space, traffic control devices, utilities, and purposes similar to all of the foregoing in a tasteful and professional appearance and provided that none of the foregoing shall advertise or promote any goods, services or facilities which are competitive with goods, services or facilities offered by Lakeview in the Schedule "A" leasehold premises;

(b) the right of the City to control the operation, maintenance, repair, replacement, construction, reconstruction, alteration, removal, heating, cooling and lighting of the Pedestrian Bridge for the purposes of this Agreement;

(c) notwithstanding that title to the Pedestrian Bridge is vested in the City, the rights of the City referred to in paragraphs (a) and (b) above, are subject to the following:

- (i) the mutual rights of the parties referred to in Section 3 in respect of the use of the pedestrian walkway portion of the Pedestrian Bridge; and,
 - (ii) the approval of Lakeview in respect of the use of that portion of the Pedestrian Bridge within the limits of Lakeview's Schedule "A" leasehold land with banners, flags, signs, commercial and non-commercial display space; and,
 - (d) notwithstanding anything to the contrary in this Agreement, the rights of Lakeview under this Agreement are subject to the right of the City to close the Pedestrian Bridge at any time or from time to time throughout the term hereof, upon at least seven (7) days' notice to Lakeview, for such temporary periods of time as may be reasonably necessary for the purpose of exercising its rights or fulfilling its duties under this Agreement, and Lakeview shall not be entitled to claim from or be paid any amount by the City in respect of such closure or resulting inconvenience or expense.
6. (a) The City shall operate, maintain and repair the Pedestrian Bridge including without limiting the generality of the foregoing, heat, cool, ventilate, light, supply electricity for and security of the Pedestrian Bridge.
- (b) The costs of the matters referred to in paragraph 6(a) shall be divided between Lakeview and the City as follows:
- 94% of the costs shall be payable by the City; and
 - 6% of the costs shall be payable by Lakeview
- Notwithstanding sections 6(a) and 6(b) hereof, Lakeview shall not be responsible for contributing to the cost of:
- (i) the insurance of the Pedestrian Bridge contemplated herein; or
 - (ii) repair of the Pedestrian Bridge covered by insurance carried by the City or that should have been carried by the City; or
 - (iii) repair, replacement or reconstruction of the Pedestrian Bridge, except as a result of wear and tear.
- (c) The City will invoice Lakeview for its share of the costs not more often than quarterly. The City will maintain true and accurate accounts, records, books and data with respect to these costs and agrees that Lakeview shall have the right at all reasonable times to examine these records and to receive copies of such records. Where Lakeview's share of expenditures will exceed the sum of \$10,000.00 in any year, it shall

be subject to the prior approval of Lakeview, such approval not to be unreasonably withheld.

- (d) For greater certainty, it is expressly agreed that realty taxes, if any, shall be deemed to be a cost of operation of the Bridge to be paid in accordance with these provisions.
- (e) The rent and the additional rent payable by Lakeview to the City under the Ground Lease shall not be reduced by reason of the Pedestrian Bridge being affixed to the Improvements of Lakeview or by reason of this Agreement between the parties.

7. The City shall, at all times during the term of this Agreement, affect and keep in force the following insurance:

- (a) a comprehensive general liability insurance policy with adequate limits thereof, insuring both Lakeview and the City (with a provision for cross liability and severability of interests) against claims for personal injury, death, property damage, or third party or public liability claims arising from the presence, existence, use, operation or maintenance of the Pedestrian Bridge or from any accident or occurrence upon, in or about the Pedestrian Bridge from any cause.
- (b) insurance in a sum not less than the full replacement cost of the Pedestrian Bridge (less a reasonable deductible in an amount satisfactory to the City), protecting the City from any loss or damage caused by:
 - (i) fire or such other perils as may from time to time be included in the standard fire insurance additional perils supplementary contract, generally available in Ontario;
 - (ii) risks normally insured against in Ontario for buildings and improvements of construction, location and uses similar to the Pedestrian Bridge; and,
 - (iii) the insurance policies shall be subject to a stated amount co-insurance clause, where applicable;
- (c) any and all policies of property insurance shall contain a waiver by the insurance company in favour of Lakeview of the insurance company's rights of subrogation;
- (d) proceeds of any policies of property insurance shall be payable to the City;
- (e) the City shall expend and apply the proceeds of insurance referred to in paragraph (d) above in rebuilding, reinstating, replacing and repairing

the Pedestrian Bridge, as permitted by the provisions of this Agreement provided that:

- (i) the City shall not be obliged to do so where Lakeview has been in default of this Agreement and after notice of such default, Lakeview has not commenced within thirty (30) days to remedy such breach, or, if such remedy has been commenced by Lakeview, has failed to complete such remedy within a reasonable time;
 - (ii) in the event the Bridge is substantially damaged, the City shall not be obliged to do so where the Schedule "A" leasehold premises have ceased to be used as an Hotel or where the Convention Centre (at the southerly limit of the Pedestrian Bridge) is no longer in operation as a Convention Centre; and,
 - (iii) subsections (i) and (ii) are for the sole benefit of the City and the City may, at its discretion, waive subsection (i) and (ii) or either of them.
- (f) Without limiting section 7(d) and (e), the City agrees that if for any reason the Pedestrian Bridge ceases to exist and is not rebuilt, reconstructed and replaced, the City shall, at its sole expense, repair and restore the portion of the Improvements of Lakeview to which the Bridge was attached to such condition so far as is practicable as the Improvements would have been in if the Pedestrian Bridge had never existed. Such work shall be reasonably consistent and in keeping with the balance of the Improvements of Lakeview.
8. (a) Lakeview shall at all times construct, maintain, repair, operate and replace its Improvements so as to support and accommodate the construction and use of the Pedestrian Bridge and other rights of the City herein and Lakeview shall not make nor permit any alteration to the Improvements on the Schedule "A" leasehold land during the term of this Agreement, which may, in the opinion of the City (acting reasonably), adversely affect the City's rights described herein, including, without limiting the generality of the foregoing, the construction, reconstruction, replacement, operation, maintenance, or repair of the Pedestrian Bridge or the use thereof, as set out in this Agreement.
- (b) Notwithstanding section 8(a) above or any other provision of this Agreement, nothing in this Agreement shall obligate Lakeview to construct, maintain, repair, operate or replace the Hotel or any of its Improvements on its leasehold land described in Schedule "A" if the Ground Lease is terminated or if Lakeview is permitted not to do so under section 6.05 of the Ground Lease and does not do so. Where Lakeview is permitted not to rebuild its Improvements under section

6.05 but does reconstruct or repair its Improvements or reconstruct and replace its Improvements with new Improvements, it shall do so so as to support and accommodate the reconstruction, replacement or repair as well as the use of the Pedestrian Bridge or the reconstructed Pedestrian Bridge pursuant to the rights of the City in this Agreement.

9. The parties acknowledge that King Street West, Hamilton, is a highway under the jurisdiction and control of The Regional Municipality of Hamilton-Wentworth ("Region") and that the Pedestrian Bridge may remain above this highway only during the pleasure of the Region and in the event the Region withdraws its permission to maintain the Pedestrian Bridge, then the City shall at its cost and expense, remove the Pedestrian Bridge forthwith thereafter and shall fulfill its obligations under section 7(f) hereof.

10. (a) This Agreement is subject to the approval of:

(i) the Ontario Provincial Minister of Municipal Affairs and Housing; and,

(ii) Canada Mortgage and Housing Corporation.

(b) The City will apply for the approvals set out in paragraph 10(a) and take all necessary steps for such applications. Lakeview agrees to cooperate in the obtaining of such approvals.

11. (a) If Lakeview shall fail or neglect to conform or comply with any of the terms, covenants and conditions contained in this Agreement (other than the covenants to pay sums required to be paid to the City by any provision of this Agreement), the City may notify Lakeview in writing of the default and Lakeview shall forthwith, after receiving such Notice, commence to remedy the breach complained of in such Notice within forty-five (45) days after the date of receipt of such Notice and shall thereafter proceed with reasonable diligence to complete the remedy of such breach.

(b) If any sum of money required to be paid to the City by any provision in this Agreement shall not be paid by Lakeview when such payment is due, the City may forward Notice in writing of such failure to Lakeview and the failure shall be cured by Lakeview with forty-five (45) days after the date of receipt of such Notice.

(c) If Lakeview does not cure its breach as required in subsections (a) and (b) as the case may be, then such breach or default shall be deemed to constitute a default of Lakeview under the Ground Lease and after the City has given a Notice of default pursuant to the Ground Lease, the City shall have its rights under the Ground Lease.

(d) Notices pursuant to this Agreement shall be in writing and delivered to the attention of an officer of the party receiving such notice.

Notices to the City shall be addressed as follows:

The Corporation of the City of Hamilton
Attention: City Clerk
71 Main Street West
P.O. Box 2040
HAMILTON, Ontario
L8N 3T4

Notices to Lakeview shall be addressed as follows:

Lakeview Development Ltd.
Attention: President
6th Floor
185 Carlton Street
WINNIPEG, Manitoba
R3C 3J1

with copy sent to:

McJannet, Weinberg, Rich
Barristers & Solicitors
5th Floor
185 Carlton Street
WINNIPEG, Manitoba
R3C 3J1

Attention: Mr. J. T. McJannet, Q.C.

12. In this Agreement, the "Pedestrian Bridge" is the climate-controlled overpass for pedestrians, above and across King Street West, in the City of Hamilton, designed by Trevor P. Garwood-Jones, architect, shown on his plans numbered A1-A8, S1-S3, M1-M2 and E1-E4, which plans were last revised October, 1984 (including the replacement of such Pedestrian Bridge, if any) which Bridge extends between the City's Convention Centre fronting on the southerly limit of King Street West and Lakeview's leasehold land described in Schedule "A" fronting on the northerly limit of King Street West.

13. Time shall be of the essence of this Agreement.

14. (a) The City shall register this Agreement on title to Lakeview's leasehold land described in Schedule "A", after the execution hereof by the parties.

(b) This Agreement shall be binding upon Lakeview, its successors and its assigns permitted by the Ground Lease and this Agreement shall bind and run with the leasehold land described in Schedule "A".

(c) Lakeview covenants and agrees that it will not dispose, by way of sale, transfer and/or assignment, or in any other way whatsoever (excepting mortgages discussed in clause (d) below), of any of its interests in the leasehold land described in Schedule "A" attached hereto and in this

Agreement, without acquiring from any such purchaser, transferee or assignee, their agreement in favour of the City, satisfactory to the City, to abide by and be bound by all of the terms, covenants and conditions of this Agreement and without delivering such agreement to the City. The agreement shall be in the form attached hereto as Schedule "C". Such agreement after execution by the purchaser, transferee or assignee shall be registered on title contemporaneously with the transfer or assignment. Any such agreement arising from a transfer by Lakeview shall not have the effect of releasing Lakeview from its obligations and liabilities under the terms of this Agreement. Any such agreement arising from a transfer by the first assignee from Lakeview and any assignee subsequent thereto shall have the effect of releasing Lakeview and the assignor in question, as the case may be, from their respective obligations and liabilities under the terms of this Agreement, provided that the City has consented to such transfer or disposition in accordance with the requirements of the Ground Lease. Any transfer or assignment in contravention of this provision shall be null and void. For the purpose of this provision, any transfer or issue by sale, bequest, inheritance, operation of law or other disposition or by subscription from time to time of all or any part of the corporate shares of Lakeview which results, in the City's opinion, in any change in the present effective voting control of Lakeview, shall be deemed to be a disposition within the meaning of this provision, and the transferee shall be deemed to be the party or parties who acquire the said shares and the provisions herein regarding any disposition shall apply mutatis mutandis thereto.

- (d) Lakeview covenants and agrees that it will not mortgage any of its Leasehold Land described in Schedule "A" without acquiring from any such Mortgagee its covenant to the City to comply with this Bridge Agreement in the same manner that the Mortgagee is required by section 16.01 of the Ground Lease to agree to comply with the Ground Lease. Such covenant shall form part of the Mortgagee's Agreement with the City entered into pursuant to section 16.01 of the Ground Lease.

15. This Agreement may not be modified or amended, except by an Instrument in writing of equal formality herewith.

16. No waiver by any of the parties hereto of the breach of any covenant or provision hereunder shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenants or provisions hereunder. No waiver shall be effective unless in writing.

17. The parties agree that all of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from the Agreement and its remaining provisions shall remain in

full force and be binding upon the parties hereto as though the said provision or provisions had never been included.

18. The parties agree that the arbitration provision contained in Section 12 of the Interface Agreement shall apply to any dispute which arises in respect of the provisions hereof.

19. This Agreement may be executed in several counterparts each of which when executed by the parties shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties have hereunto caused to be affixed their respective corporate seals attested by the signatures of their respective proper officers duly authorized in that behalf.

LAKEVIEW DEVELOPMENT LTD.
(Sublessee under Instrument 153111 L.T.)

Per: _____

Per: _____

**KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP**
(Sublessee under Instrument 153111 L.T.)

Per: _____

Per: _____

**THE CORPORATION OF THE CITY OF
HAMILTON**

Mayor

City Clerk

LAKEVIEW DEVELOPMENT LTD.

Per: _____

Per: _____

LIST OF SCHEDULES

Schedule "A" - Leasehold Land of Lakeview Development Ltd.

Schedule "B" - Dominant Tenement of the City

Schedule "C" - Form of Agreement referred to in sec. 14(c)

SCHEDULE "C"

(Attached to and forming part of the PEDESTRIAN BRIDGE AGREEMENT dated March 28, 1985 entered into among THE CORPORATION OF THE CITY OF HAMILTON, LAKEVIEW DEVELOPMENT LTD. and

THIS AGREEMENT made as of the day of , 1989.

B E T W E E N :

GGG HOTEL HOLDINGS CANADA INC.

(hereinafter called the "Successor")

OF THE FIRST PART

- and -

LAKEVIEW DEVELOPMENT LTD. and LAKEVIEW
DEVELOPMENT LTD. & KING STREET HAMILTON
HOTEL LIMITED PARTNERSHIP

(hereinafter called "Lakeview")

OF THE SECOND PART

- and -

THE CORPORATION OF THE CITY OF HAMILTON

(hereinafter called the "City")

OF THE THIRD PART

WITNESSETH THAT:

WHEREAS by a Ground Lease dated as of the 3rd day of May, 1983 wherein Lakeview Development Ltd. (hereinafter called "Lakeview") is the lessee and the City is the lessor, the City did demise and lease unto Lakeview the land therein described, which land (hereinafter called the "Leasehold Land") is described in Schedule "A" attached hereto, for and during the term of years to be computed from and inclusive of the 3rd day of May, 1983 and fully to be complete and ended on the 31st day of October, 2069 at and under the yearly rental, covenants, conditions and agreements expressed and declared in the Ground Lease which lease was registered as Instrument No. 271066 C.D.;

AND WHEREAS by the Pedestrian Bridge Agreement dated March 28, 1985, Lakeview did grant to the City the right, interest and easement in the Schedule "A" Leasehold Land to construct, maintain and operate a climate controlled pedestrian bridge above King Street West, Hamilton, to connect the Plaza Level of the Hotel and adjacent L. D. Jackson Square facilities and premises with the City's Convention Centre and related facilities lying South of King Street West (hereinafter this Agreement shall be referred to as the "Bridge Agreement");

AND WHEREAS it is a term of the Bridge Agreement that Lakeview shall not sell, transfer or assign any of its leasehold interest in the Schedule "A" Leasehold Land without first requiring any such purchaser or assignee to enter into this Agreement with the City.

AND WHEREAS Lakeview has assigned to the Successor its interest in the Ground Lease and Leasehold Land by an Assignment of Lease (herein the "Contract") registered as Instrument No. ;

NOW THEREFORE in consideration of the sum of Five (\$5.00) Dollars and

other good and valuable consideration paid by the City to each of the other parties hereto (the receipt and sufficiency whereof being hereby acknowledged), the parties hereto acknowledge, covenant and agree as follows:

1. (a) The Successor and Lakeview agree with each other and covenant to the City that the Contract is expressly subject to the rights of the City under the Bridge Agreement and to the obligations of Lakeview under the Bridge Agreement.
- (b) The Successor hereby undertakes, covenants, promises and agrees to Lakeview and to the City that the Successor shall perform and abide by and be bound by at all times, all of the terms, covenants and conditions and obligations on the part of Lakeview contained in the Bridge Agreement and that the City shall be entitled to all remedies in respect of breaches of covenants and conditions as if the Successor were named in the Bridge Agreement.
- (c) The Successor shall at all times comply with the terms, provisions and conditions of the Bridge Agreement and do all such acts, matters and things as may be requisite and necessary to maintain the Bridge Agreement in good standing at all times and, without limiting the generality of the foregoing, it is further acknowledged and agreed by Lakeview and the Successor that the obligations of Lakeview under the Contract shall be subject always to Lakeview's obligation under the Bridge Agreement not to do or allow to be done any act or omission or other matter or thing which shall constitute or be deemed to constitute a default under the Bridge Agreement.
- (d) Lakeview and the Successor hereby covenant with each other that the Contract between them is subject to an obligation and covenant between them not to do or allow to be done any act or omission or other matter or thing which shall constitute or be deemed to constitute a default under the Bridge Agreement and covenant further to do all such acts, matters and things as may be requisite and necessary to maintain the Bridge Agreement in good standing at all times.
- (e) Lakeview and the Successor hereby acknowledge and agree that wherever and whenever a conflict shall arise between the rights of the City under the Bridge Agreement and the provisions of the Contract, the rights of the City shall prevail.
- (f) This Agreement shall be registered by the Successor in the Land Registry Office against Lakeview's Leasehold Land described in Schedule "A" forthwith after its execution.
- (g) This Agreement is entered into and delivered to the City as required by the Bridge Agreement. It only fulfills the obligation of the Successor named herein. Other parties subsequent in interest to Lakeview including the assigns of the Successor are required to enter into their

own Agreement with the City.

- (h) This Agreement to the City shall in no way affect or release Lakeview from its liabilities and responsibilities under the terms of the Bridge Agreement and Lakeview covenants and agrees with the City that it shall remain responsible for all of such liabilities and responsibilities notwithstanding this Agreement nor the Contract. By joining in this Agreement, the City does not thereby acknowledge or approve of any of the terms of the Contract between Lakeview and the Successor.
2. (a) Any notice in writing required or permitted to be given to Lakeview hereunder shall be given by registered mail, postage prepaid, addressed to:

Lakeview Development Ltd. and
King Street Hamilton Hotel Limited Partnership
6th Floor, 185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

with copy sent contemporaneously to:

McJannet, Weinberg, Rich
Barristers & Solicitors
5th Floor
185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Mr. J. T. McJannet, Q.C.

- (b) Any notice in writing required or permitted to be given to the Successor hereunder shall be given by registered mail, postage prepaid, addressed to:

GGH Holdings Canada Inc..
c/o Messrs. McMillan, Binch
Barristers & Solicitors

Attention: Mr. David McCordic

- (c) Any notice in writing required or permitted to be given to the City shall be given by registered mail, postage prepaid, addressed to:

The City Clerk
The Corporation of the City of Hamilton
City Hall
71 Main Street West
P.O. Box 2040
Hamilton, Ontario
L8N 3T4

- (d) Any such notice mailed as aforesaid shall be deemed to have been given to the recipient on the fifth business day following the date of such mailing.

- (e) Any party may at any time give notice to each of the other parties of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified so long as it is within the Province of Ontario shall be deemed to be the address of such party.

3. The Successor hereby agrees to indemnify and save Lakeview harmless from any and all actions, suits, losses, charges, demands, liabilities and expenses incurred or suffered by Lakeview as a direct or indirect result of any failure or refusal by the Successor to perform and abide by all of the terms, covenants, conditions and obligations on the part of Lakeview contained in the Bridge Agreement or any breach by the Successor of the terms of the Bridge Agreement or of the terms hereof.

4. Each of the parties hereto covenants and agrees with the others of them to do all such acts, matters and things as may be requisite and necessary to give full force and effect to the provisions of this Agreement and to carry out and perform the same in accordance with its terms.

5. This Agreement may be executed in several counterparts each of which when executed shall be deemed to be an original and such counterparts shall together constitute one and the same Instrument.

IN WITNESS WHEREOF the parties hereto have duly executed these present.

LAKEVIEW DEVELOPMENT LTD.

Per: _____

Per: _____

**KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP**

Per: _____

Per: _____

**THE CORPORATION OF THE CITY OF
HAMILTON**

Mayor

City Clerk

GGH HOTEL HOLDINGS CANADA INC.

Per: _____

THIS TRANSFER OF EASEMENT made this 29th day of November, 1985.

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON

(hereinafter called the "City")

OF THE FIRST PART,

- and -

LAKEVIEW DEVELOPMENT LTD. and LAKEVIEW
DEVELOPMENT LTD. & KING STREET HAMILTON
HOTEL LIMITED PARTNERSHIP

(hereinafter called "Lakeview")

OF THE SECOND PART

WHEREAS:

1. The City has entered into a ground lease with Second Phase Civic Square Limited dated November 19, 1975, which Lease has been registered as Instrument No. 21613 C.D.;

2. The City has entered into a ground lease with Fourth Phase Civic Square Limited dated June 1, 1981, which Lease has been registered as Instrument No. 197189 C.D.;

3. The City has entered into a ground lease ("Ground Lease") with Lakeview Development Ltd. dated May 3, 1983, which Lease has been registered as Instrument No. 271066 C.D. on January 31, 1984;

4. The City, Lakeview, Second Phase Civic Square Limited and Fourth Phase Civic Square Limited have entered into an Interface Agreement dated July 30, 1984, which Agreement has been registered as Instrument No. 161659 L.T. and as Instrument No. 320192 C.D. (herein referred to as the "Interface Agreement");

5. Section 6 of the Interface Agreement includes provisions in respect of:

- the reconstruction and extension of a truck route previously constructed by Fourth Phase Civic Square Limited, pursuant to the Fourth Phase Ground Lease

- That after the reconstructed and extended truck route is completed by the City in conjunction with the construction of the Trade Centre/Arena known as the Victor K. Copps Coliseum (hereinafter referred to as "Copps Coliseum"), the Interface Agreement includes provision for:

- (i) the preparation and deposit by the City of a reference plan of survey; and

- (ii) easement agreements for the reconstructed and extended truck route including an easement from the City, as transferor in favour of Lakeview, as transferee.

Appendix "E" as referred to in Section 1(d) of the TENTH Report for 1989 of the Planning & Development Committee.

6. The reconstructed and extended truck route was completed by the City on the land described in Schedule "A" attached hereto (hereinafter referred to as the "new truck route") on or about the 29th day of November, 1985.

A survey of the new truck route was prepared and deposited by the City as Plan 62R-8136.

7. The parties have executed this agreement as the easement agreement referred to in the Interface Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of TWO DOLLARS (\$2.00) now paid by each party to the other (the receipt and sufficiency of which are acknowledged), the parties hereto agree as follows:

1. Subject to the conditions contained herein and in the Interface Agreement, the City hereby transfers in common with all others entitled thereto from time to time, to Lakeview, to be enjoyed and used as appurtenant to Lakeview's leasehold land described in Schedule "B" attached hereto, for and during the term of the Ground Lease to Lakeview less one day, (namely, commencing on May 3, 1983 and ending on October 30, 2069, unless the Ground Lease is terminated earlier than October 30, 2069), on, over, along and upon the new truck route, the non-exclusive right, interest and EASEMENT to enter onto and use the new truck route as a right-of-way for vehicular access only in a one way direction as follows:

- (a) commencing at the easterly limit of the public highway known as Bay Street North and continuing along the new truck route to the loading dock designated as Parts One and Two on Plan 62R-6886 (hereinafter referred to as the "loading dock"); and,
- (b) continuing in the same one way direction from the loading dock along the new truck route to the southerly limit of the public highway known as York Boulevard.

2. Lakeview covenants and agrees that its use of the new truck route shall:

- (a) be limited to trucks and other vehicles delivering or removing supplies, materials, equipment, furniture, garbage and such other matters and things as may reasonably be required by Lakeview, its suppliers, contractors, employees, agents and commercial tenants and all those claiming under them, to and from the loading dock;
- (b) be used solely by Lakeview, its suppliers, contractors, employees, agents and commercial tenants and all those claiming under them for the purposes set out in paragraph (a) above, (and shall not be used for the transportation of persons to and from Lakeview's premises described in Schedule "B" including, without limitation, employees, Hotel guests or visitors nor shall it be used for any other purpose including, without limitation, by taxis or for access to any car parking lot or garage);

- (c) be used in common with such other users as may now be or hereafter be permitted from time to time by the City, including, without limiting the generality of the foregoing, the City, its Trade Centre/Arena, Hamilton Entertainment and Convention Facilities Inc. ("H.E.C.F.I."), the Public Library Board, The Hamilton Farmer's Market, Second Phase Civic Square Limited and Fourth Phase Civic Square Limited;
- (d) be used in a reasonable manner, consistent, appropriate and taking into consideration the use and requirements of all other users and which shall not unnecessarily or unreasonably interfere with the use of the new truck route by other users; without limiting the generality of the foregoing, Lakeview covenants to the City that Lakeview's use of the new truck route shall not unnecessarily or unreasonably interfere with the business of H.E.C.F.I., the Public Library Board or the Hamilton Farmers' Market;
- (e) be controlled in such reasonable manner as may be agreed upon by the City, Fourth Phase and Lakeview;
- (f) be in compliance with all parliamentary and legislative enactments and with all by-laws and regulations of the City;
- (g) be subject to all rights now or that may hereafter be vested in or reasonably required by the City, The Regional Municipality of Hamilton-Wentworth (herein called the "Region"), or in or by any gas, electric, telephone, telegraph, cable T.V. or electric light company, for the operation, maintenance, replacement and repair of the new truck route and of the Copps Coliseum or the adjacent streets including without limitation, the construction, repair, replacement or removal of sewers, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"). The City expressly reserves to itself, to H.E.C.F.I. and to the Region the right to construct services or permit services to be constructed on, over, in, under and upon the new truck route and the right to temporarily close the new truck route from time to time to permit the operations contemplated herein; and
- (h) Lakeview covenants and agrees:
 - (i) that it will not bring upon the new truck route or any part thereof, any machinery, equipment, article or thing that by reason of its weight, size or use would in the opinion of the City (acting reasonably) damage the new truck route and will not at any time overload the new truck route by any machinery, equipment, article or thing, or by any act, neglect or misuse on the part of Lakeview or any of its servants, agents or employees or anyone for whom Lakeview is responsible in law. If such overloading shall occur and damage shall ensue therefrom, Lakeview shall forthwith repair the same or pay the City the cost of making good the same; and,

- (ii) that it will not operate, cause to be operated, use or consent to the use of the new truck route or any part thereof for any purpose other than the purposes permitted in this Agreement.

3. Lakeview acknowledges and agrees that the City, as owner of the new truck route:

- (a) may grant such further and other easements on, over, under, along and upon the said new truck route, in common with the use thereof by Lakeview, to the occupier of Part Six, the Lessee of Phase Four, the Lessee of Phase Two and the occupiers of Part Seven, subject to the payment of their share of the new truck route's costs; and,
- (b) Lakeview agrees that all Rules and Regulations and amendments and supplements thereto as are agreed upon from time to time by the City, Fourth Phase and Lakeview, shall be binding upon Lakeview. Lakeview agrees to comply with and observe such Rules and Regulations and amendments and supplements, and any failure by Lakeview to keep and observe the same shall constitute a breach of this Agreement in a manner as if the same were contained herein as covenants. Notice of such Rules and Regulations and amendments and supplements thereto, if any, shall be given to Lakeview by the City. No Rule or Regulation or amendment or supplement thereto shall contradict any provision of this Agreement.

4. The City shall operate, maintain and repair the new truck route and the costs thereof incurred by the City shall be borne, it is agreed, by the City, Lakeview, and Fourth Phase (and such other users permitted by the City) in such amounts as may be agreed upon from time to time. Without limiting the generality of the foregoing:

- (a) it is agreed that the City as owner and manager of the new truck route shall:
 - (i) manage the new truck route's maintenance, operation and repair and the costs thereof, including, heating, public utilities, ventilation, lighting, electricity (including that used for signs), fire protection equipment, snow removal, cleaning, security as well as salaries and other remuneration (including contributions towards the usual fringe benefits to and for the benefit of personnel and staff employed to provide the said maintenance, operation and repair), as well as the cost to the City of equipment and the rental of equipment and the cost of supplies used by the City in its maintenance, operation and repair.
 - (ii) invoice and collect each user's share of these costs;
- (b) it is agreed that the said costs of the new truck route (herein called the "new truck route's costs") to be shared amongst the users shall include

the costs or expenses for each of the matters in paragraph 4(a)(i) above (including an administration overhead charge equal to fifteen per cent (15%) of the new truck route costs);

- (c) Lakeview covenants to pay to the City Lakeview's share of the new truck route costs.

5. (a) All calculations made or referred to herein shall be made in accordance with generally accepted accounting principles and practices applied on a consistent basis. Subject as hereinafter provided, Lakeview agrees that any monies, expenses or charges which are to be paid by Lakeview to the City are due and payable within thirty (30) days of receipt of invoice and thereafter interest on any amount unpaid shall accrue at the then Bank of Montreal prime rate plus three percent (3%) per annum until paid. For the purposes hereof, "prime rate" means the floating annual rate of interest established from time to time by Bank of Montreal as the rate it will use to determine rates of interest payable by its borrowers on Canadian dollar commercial loans made by Bank of Montreal to such borrowers in Canada and designated by the Bank of Montreal as its prime rate..
- (b) If Lakeview shall fail or neglect to conform or comply with any of the terms, covenants and conditions contained in this Agreement (other than the covenants to pay sums required to be paid to the City by any provision of this Agreement), the City may notify Lakeview in writing of the default and Lakeview shall forthwith, after receiving such Notice, commence to and shall remedy the breach complained of in such Notice within 45 days if the breach is capable of being remedied within such period and otherwise shall prosecute same with diligence to completion in the shortest period reasonably possible after the date of receipt of such Notice.
- (c) If any sum of money required to be paid to the City by any provision in this Agreement shall not be paid by Lakeview when such payment is due, the City may forward Notice in writing of such failure to Lakeview and the failure shall be cured by Lakeview within thirty (30) days after the date of receipt of such Notice.
- (d) If Lakeview does not cure its breach as required, the City may take either or both of the following steps in addition to or together with any other remedy available at law to the City.
- (i) the City, on not less than sixty (60) days' notice to Lakeview, may terminate this Easement Agreement; or,
- (ii) such breach or default may, at the option of the City, be deemed to constitute a default of Lakeview under the Ground Lease and after it has then given the Notice of default pursuant

to the Ground Lease, the City shall have its rights under the Ground Lease.

6. (a) Notwithstanding that Lakeview shall have complied in all respects with its obligations under this Agreement, if the City wishes to establish an alternate new truck route, then, on not less than one (1) year's prior written notice to Lakeview given by the City, this easement agreement shall terminate as of the date stated in the notice.
- (b) In the event that this easement agreement is terminated in accordance with the preceding provision 6(a), the City shall provide for an alternate truck route or routes and a new easement therefor. Such alternate truck route may be temporary during construction (whether before or subsequent to the termination as aforesaid) and will be specifically determined thereafter, provided that during construction of an alternative truck route, a temporary truck route will be available.
- (c) Lakeview acknowledges and agrees that the new truck route (or portions of it) may be closed for such time as may be reasonably necessary for repairs, maintenance and alterations or due to unforeseen and unusual circumstances. In particular and without limiting the generality of the foregoing, the City shall be entitled to close the new truck route at any time or from time to time throughout the term hereof, upon at least seven (7) days' notice to Lakeview, for such temporary periods of time as may be reasonably necessary for the purpose of fulfilling its obligations and exercising its rights under this Agreement, and Lakeview shall not be entitled to claim from or be paid any amount by the City in respect of such closure or resulting inconvenience or expense.
- (d) Anything in this Agreement to the contrary notwithstanding, providing such cause is not due to the wilful act or omission of the City, the City shall not be deemed in default with respect to the performance or fulfillment of any of the terms, covenants and conditions of this Agreement if the same shall be due to any cause beyond the City's control or otherwise including, without limitation, strike, lockout, failure of powers, civic commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, or non-delivery of equipment, or through Act of God.
- (e) If the new truck route, including its doors, equipment and fixtures including the entrances thereto, the boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning or the ceiling, walls or floors of the new truck route or any part thereof become damaged or destroyed through the negligence, carelessness or misuse of Lakeview, its servants, agents, employees, contractors, licensees or any one for whom in law it is responsible, or through it or them in any way stopping up or injuring the heating

apparatus, water pipes, drainage pipes or other equipment or part of the site, the expense of the necessary repairs, replacements or alterations shall be borne by Lakeview who shall pay the same to the City forthwith upon demand.

7. Lakeview hereby agrees to indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for or be put to by reason of any damage to property or injury or death to persons, by reason of, arising out of or in consequence of any breach, violation or non-performance by Lakeview or any one for whom Lakeview is responsible in law, of any provision of this Agreement, or by reason of or arising out of its use of the new truck route or any part thereof or by reason of or arising out of any fault, neglect or default by Lakeview or of any of its agents or employees or any other person or persons for whom Lakeview is responsible in law in or on the new truck route. The rights to indemnity contained in this paragraph shall survive any termination of this Agreement, anything in this Agreement to the contrary notwithstanding.

8. This Agreement may not be modified or amended, except by an instrument in writing of equal formality herewith.

9. No waiver by any of the parties hereto of the breach of any covenant or provision hereunder shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenants or provisions hereunder. No waiver shall be effective unless in writing.

10. This Agreement shall be registered on title to the land described in Schedules "A" and "B" by Lakeview forthwith after its execution by the parties hereto.

11. (a) This Agreement shall be binding upon and shall enure to the benefit of Lakeview, its successors and its assigns permitted by the Ground Lease and this Agreement shall bind and run with the leasehold land described in Schedule "B".

(b) In the event that the Ground Lease with Lakeview is terminated prior to the expiration of its term, this Easement Agreement shall also terminate.

(c) Lakeview covenants and agrees that it will not dispose, by way of sale, transfer and/or assignment, or in any other way whatsoever, of any of its interests in the leasehold land described in Schedule "B" and in this Agreement unless and until such disposition is in compliance with the following:

(i) Lakeview shall acquire from any such purchaser, transferee or assignee, on closing, their Undertaking to the City, satisfactory to the City, to abide by and be bound by all of the terms, covenants and conditions of this Agreement and without delivering such undertaking to the City. The Undertaking shall be in the form attached hereto as Schedule "C". Such undertaking after execution by the parties thereto shall forthwith be registered on title by the parties subsequent in

interest. Any such undertaking arising from a transfer by Lakeview shall not have the effect of releasing Lakeview from its obligations and liabilities under the terms of this Agreement. Any such undertaking arising from a transfer by the first assignee from Lakeview and any assignee subsequent thereto shall have the effect of releasing Lakeview and the assignor in question, as the case may be, from their respective obligations and liabilities under the terms of this Agreement, provided that the City has consented to such transfer or disposition in accordance with the requirements of the Ground Lease. Any disposition in contravention of this provision shall be null and void; and,

- (ii) For the purpose of this provision, any transfer or issue by sale, bequest, inheritance, operation of law or other disposition or by subscription from time to time of all or any part of the corporate shares of Lakeview which results, in the City's opinion, in any change in the present effective voting control of Lakeview, shall be deemed to be a disposition within the meaning of this provision, and the transferee shall be deemed to be the party or parties who acquire the said shares and the provisions herein regarding any disposition shall apply mutatis mutandis thereto.

- (d) Lakeview covenants and agrees that it will not mortgage any of its Leasehold Land described in Schedule "B" nor this Easement Agreement without acquiring from any such Mortgagee its covenant to the City to comply with this Agreement in the same manner that the Mortgagee is required by sec. 16.01 of the Ground Lease to agree to comply with the Ground Lease. Such covenant shall form part of the Mortgagee's Agreement with the City entered into pursuant to sec. 16.01 of the Ground Lease.

- (e) An Assignment or other disposition as aforesaid shall only release Lakeview or the Assignor, as the case may be, from its obligations contained in this Agreement if the City has consented thereto and the requirements hereof have been satisfied.

- 12. (a) This Agreement is subject to and shall not take effect until the following approvals are received:

- (i) the approval of the Ontario Provincial Minister of Municipal Affairs and Housing; and,

- (ii) the approval of Canada Mortgage and Housing Corporation.

- (b) The City will apply for the approvals set out above and take all necessary steps for such applications. Lakeview agrees to cooperate in the obtaining of such approvals.

- 13. Time shall be of the essence of this Agreement.

- 14. (a) Any notice required or permitted to be given hereunder shall be sufficiently given if in writing and mailed by registered mail, postage prepaid, as follows:

If to Lakeview:

Lakeview Development Ltd.
6th Floor
185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: The President

with a copy to:

Messrs. McJannet, Weinberg, Rich
Barristers & Solicitors
5th Floor
185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Mr. J. T. McJannet

If to the City:

The Corporation of the City of Hamilton
City Hall
Attention: City Clerk
71 Main Street West
P.O. Box 2040
Hamilton, Ontario
L8N 3T4

- (b) Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth (5th) business day following the date of such mailing. Any party hereto may at any time give notice to any one or more of the parties hereto by a notice in writing served personally upon an Officer of such party or parties or in the case of the City, upon an official of the City, in which case, notice shall be deemed to be given and received on the day of such personal service.
- (c) Any party may at any time give notice to the other parties of any change of address of the party giving such notice and from and after the giving of such notice, the address therein specified (so long as it is within the Province of Ontario) shall be deemed to be the address of such party and any party may require that notice be given to other persons, corporations or entities who or which may or may not have an interest in this Agreement and upon the giving of notice of such requirement and the address for such required notice (so long as it is within the Province of Ontario), then such person, corporation or entity shall be deemed to have been named above for the purpose of giving and receiving notice thereafter.
- (d) The captions used in this Agreement are for convenience only and shall not be construed in interpreting this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine or the neuter gender shall include the masculine and neuter.

- (e) The parties agree that all of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from the Agreement and its remaining provisions shall remain in full force and be binding upon the parties hereto as though the said provision or provisions had never been included.

15. The parties agree that the arbitration provision contained in Section 12 of the Interface Agreement shall apply to any dispute which arises in respect of the provisions hereof.

16. This Agreement may be executed in several counterparts each of which when executed by the parties shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties have hereunto caused to be affixed their respective corporate seals attested by the signatures of their respective proper officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF HAMILTON

Mayor (c/s)

City Clerk (c/s)

LAKEVIEW DEVELOPMENT LTD.

Per: _____ (c/s)

Per: _____ (c/s)

LAKEVIEW DEVELOPMENT LTD.
(Sublessee under Instrument 153111 L.T.)

Per: _____ (c/s)

Per: _____ (c/s)

**KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP**
(Sublessee under Instrument 153111 L.T.)

Per: _____ (c/s)

Per: _____ (c/s)

LIST OF SCHEDULES

(attached to and forming part of an Agreement dated December 17, 1986 entered into between THE CORPORATION OF THE CITY OF HAMILTON and LAKEVIEW DEVELOPMENT LTD.)

- | | | |
|--------------|---|--|
| Schedule "A" | - | Legal description of new truck route |
| Schedule "B" | - | Legal description of Lakeview's leasehold premises |
| Schedule "C" | - | Blank form of Undertaking Agreement |

SCHEDULE "C"

(Attached to and forming part of the TRANSFER OF EASEMENT dated November 29, 1985 entered into among THE CORPORATION OF THE CITY OF HAMILTON, LAKEVIEW DEVELOPMENT LTD. and

THIS TRANSFER OF EASEMENT made as of the 29th day of November, 1985.

BETWEEN:

•
(hereinafter called the "Successor")

OF THE FIRST PART

- and -

LAKEVIEW DEVELOPMENT LTD. and LAKEVIEW
DEVELOPMENT LTD. & KING STREET HAMILTON
HOTEL LIMITED PARTNERSHIP

(hereinafter called "Lakeview")

OF THE SECOND PART

- and -

THE CORPORATION OF THE CITY OF HAMILTON

(hereinafter called the "City")

OF THE THIRD PART

WITNESSETH THAT:

WHEREAS by a Ground Lease dated as of the 3rd day of May, 1983 wherein Lakeview Development Ltd. (hereinafter called "Lakeview") is the lessee and the City is the lessor, the City did demise and lease unto Lakeview the land therein described, which land (hereinafter called the "Leasehold Land") is described in Schedule "A" attached hereto, for and during the term of years to be computed from and inclusive of the 3rd day of May, 1983 and fully to be complete and ended on the 31st day of October, 2069 at and under the yearly rental, covenants, conditions and agreements expressed and declared in the Ground Lease which lease was registered as Instrument No. 271066 C.D.;

AND WHEREAS by the Transfer of Easement dated November 29, 1985, Lakeview did grant to the City the right, interest and easement in the Schedule "A" Leasehold Land to construct, maintain and operate a climate controlled pedestrian bridge above King Street West, Hamilton, to connect the Plaza Level of the Hotel and adjacent L. D. Jackson Square facilities and premises with the City's Convention Centre and related facilities lying South of King Street West (hereinafter this Agreement shall be referred to as the "Transfer of Easement");

AND WHEREAS it is a term of the Transfer of Easement that Lakeview shall not sell, transfer or assign any of its leasehold interest in the Schedule "A" Leasehold Land without first requiring any such purchaser or assignee to enter into this Agreement with the City.

AND WHEREAS Lakeview has assigned to the Successor its interest in the Ground Lease and Leasehold Land by an Assignment of Lease (herein the "Contract") registered as Instrument No. ;

NOW THEREFORE in consideration of the sum of Five (\$5.00) Dollars and other good and valuable consideration paid by the City to each of the other parties hereto (the receipt and sufficiency whereof being hereby acknowledged), the parties hereto acknowledge, covenant and agree as follows:

1. (a) The Successor and Lakeview agree with each other and covenant to the City that the Contract is expressly subject to the rights of the City under the Transfer of Easement and to the obligations of Lakeview under the Transfer of Easement.
- (b) The Successor hereby undertakes, covenants, promises and agrees to Lakeview and to the City that the Successor shall perform and abide by and be bound by at all times, all of the terms, covenants and conditions and obligations on the part of Lakeview contained in the Transfer of Easement and that the City shall be entitled to all remedies in respect of breaches of covenants and conditions as if the Successor were named in the Transfer of Easement.
- (c) The Successor shall at all times comply with the terms, provisions and conditions of the Transfer of Easement and do all such acts, matters and things as may be requisite and necessary to maintain the Transfer of Easement in good standing at all times and, without limiting the generality of the foregoing, it is further acknowledged and agreed by Lakeview and the Successor that the obligations of Lakeview under the Contract shall be subject always to Lakeview's obligation under the Transfer of Easement not to do or allow to be done any act or omission or other matter or thing which shall constitute or be deemed to constitute a default under the Transfer of Easement.
- (d) Lakeview and the Successor hereby covenant with each other that the Contract between them is subject to an obligation and covenant between them not to do or allow to be done any act or omission or other matter or thing which shall constitute or be deemed to constitute a default under the Transfer of Easement and covenant further to do all such acts, matters and things as may be requisite and necessary to maintain the Transfer of Easement in good standing at all times.
- (e) Lakeview and the Successor hereby acknowledge and agree that wherever and whenever a conflict shall arise between the rights of the City under the Transfer of Easement and the provisions of the Contract, the rights of the City shall prevail.
- (f) This Agreement shall be registered by the Successor in the Land Registry Office against Lakeview's Leasehold Land described in Schedule "A" forthwith after its execution.
- (g) This Agreement is entered into and delivered to the City as required by the Transfer of Easement. It only fulfills the obligation of the Successor named herein. Other parties subsequent in interest to

Lakeview including the assigns of the Successor are required to enter into their own Agreement with the City.

- (h) This Agreement to the City shall in no way affect or release Lakeview from its liabilities and responsibilities under the terms of the Transfer of Easement and Lakeview covenants and agrees with the City that it shall remain responsible for all of such liabilities and responsibilities notwithstanding this Agreement nor the Contract. By joining in this Agreement, the City does not thereby acknowledge or approve of any of the terms of the Contract between Lakeview and the Successor.

2. (a) Any notice in writing required or permitted to be given to Lakeview hereunder shall be given by registered mail, postage prepaid, addressed to:

Lakeview Development Ltd. and
King Street Hamilton Hotel Limited Partnership
6th Floor, 185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

with copy sent contemporaneously to:

McJannet, Weinberg, Rich
Barristers & Solicitors
5th Floor
185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Mr. J. T. McJannet, Q.C.

- (b) Any notice in writing required or permitted to be given to the Successor hereunder shall be given by registered mail, postage prepaid, addressed to:

GGH Holdings Canada Inc.
c/o Messrs. McMillan, Binch
Barristers & Solicitors

Attention: Mr. David McCordic

- (c) Any notice in writing required or permitted to be given to the City shall be given by registered mail, postage prepaid, addressed to:

The City Clerk
The Corporation of the City of Hamilton
City Hall
71 Main Street West
P.O. Box 2040
Hamilton, Ontario
L8N 3T4

- (d) Any such notice mailed as aforesaid shall be deemed to have been given to the recipient on the fifth business day following the date of such mailing.

- (e) Any party may at any time give notice to each of the other parties of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified so long as it is within the Province of Ontario shall be deemed to be the address of such party.

3. The Successor hereby agrees to indemnify and save Lakeview harmless from any and all actions, suits, losses, charges, demands, liabilities and expenses incurred or suffered by Lakeview as a direct or indirect result of any failure or refusal by the Successor to perform and abide by all of the terms, covenants, conditions and obligations on the part of Lakeview contained in the Transfer of Easement or any breach by the Successor of the terms of the Transfer of Easement or of the terms hereof.

4. Each of the parties hereto covenants and agrees with the others of them to do all such acts, matters and things as may be requisite and necessary to give full force and effect to the provisions of this Agreement and to carry out and perform the same in accordance with its terms.

5. This Agreement may be executed in several counterparts each of which when executed shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have duly executed these present.

LAKEVIEW DEVELOPMENT LTD.

Per: _____

Per: _____

**KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP**

Per: _____

Per: _____

**THE CORPORATION OF THE CITY OF
HAMILTON**

Mayor

City Clerk

Successor

04/11/89

HOTEL MANAGEMENT AMENDING AGREEMENT

THIS AMENDING AGREEMENT dated as of the 31st day of March, 1989.

B E T W E E N :

THE CORPORATION OF THE CITY OF HAMILTON,
(the "City"),
OF THE FIRST PART,

- and -

LAKEVIEW DEVELOPMENT LTD.,
("Lakeview"),
OF THE SECOND PART,

- and -

GGs HOTEL HOLDINGS CANADA INC.,
(the "Assignee"),
OF THE THIRD PART,

- and -

KING STREET HAMILTON HOTEL LIMITED PARTNERSHIP
(the "Limited Partnership"),
OF THE FOURTH PART.

WHEREAS:

(a) Lakeview and the City have entered into and registered on title to the land described in Schedule "A" attached hereto, the following agreements:

- (i) Development Agreement dated November 19, 1981, registered as Instrument No. 292836 C.D.;
- (ii) Agreement dated August 3, 1982, registered as Instrument No. 292837 C.D.;
- (iii) Closing Agreement dated May 3, 1983, registered as Instrument No. 292838 C.D.;
- (iv) Agreement dated July 29, 1983, registered as Instrument No. 292840 C.D.;
- (v) Agreement dated November 1, 1984 between Lakeview, the City and Citibank Canada, registered as Schedule "B" to Agreement registered as Instrument No. _____;
- (vi) Agreement dated August 1, 1985, registered as Instrument No. _____;
- (vii) Agreement dated August 21, 1985, registered as Instrument No. 221565 L.T.;
- (viii) Agreement dated December 1, 1986, registered as Instrument No. _____ (Banquet Facilities Amending Agreement)

(these agreements shall herein collectively be referred to as the "Development Agreement");

(b) The City, as the Landlord of the land described in Schedule "A" attached hereto has entered into a Ground Lease dated May 3, 1983 with Lakeview as tenant (registered as Instrument No. 271066 C.D.), which lease was amended by by certain agreements, including Agreement dated May 3, 1983 (the "Closing Agreement") registered as Instrument No. 2928

Appendix "F" as referred to in Section 1(e) of the TENTH Report for 1989 of the Planning & Development Committee.

Agreement dated July 29, 1983, registered as Instrument No. 292840 C.D., a further Agreement dated November 1, 1984 between Lakeview, the City and Citibank Canada, registered as Schedule "B" to an Agreement registered as Instrument No. _____ and a further Agreement dated August 21, 1985 and registered as Instrument No. 221565 L.T. (hereinafter collectively called the "Lease");

- (c) Lakeview executed a sub-lease (the "Sublease") dated as of October 1, 1984 in favour of Lakeview and the Limited Partnership (together, the "Sublessees") registered as Instrument No. 153111 L.T.;
- (d) By Amending Agreement dated the 29th day of July, 1983 (registered as Instrument No. 292840 C.D.), Lakeview and the City amended the Development Agreement, the Lease, a certain agreement (the "Planning Act Agreement") dated as of the 3rd day of May, 1983 (registered as Instrument No. 292839 C.D.) and the Closing Agreement by changing the hotelier (the "Hotelier") as defined in the Lease and the Development Agreement, and as contemplated in other Agreements, from Hilton International Co. to ITT Industries Canada Ltd.;
- (e) By Amending Agreement dated the 21st day of August, 1985 (registered as Instrument No. 221565 L.T.), Lakeview, the City, and the Sublessees amended the Development Agreement, the Lease, the Planning Act Agreement and the Sublease by changing the Hotelier from ITT Industries Canada Ltd. to Lakeview Development Ltd. and by changing the hotel agreement (the "Hotel Agreement") as defined in the Lease, and as attached as Schedule "K" to the Development Agreement (Instrument No. 292836 C.D.) to the agreement (the "Original Lakeview Management Agreement") attached as Schedule "A" to the Amending Agreement dated as of August 21, 1985 and registered as Instrument No. 221565 L.T.;
- (f) Lakeview has agreed to assign the Lease to and in favour of the Assignee effective as March 31, 1989 or such other date as may be agreed upon between Lakeview and the Assignee (the "Effective Date") and the Sublessees have agreed to surrender the Sublease;
- (g) Lakeview and the Assignee have agreed that Lakeview shall manage the Sheraton Hamilton Hotel (the "Hotel") located on the lands described in Schedule "A" attached hereto, on behalf of the Assignee, effective as of and from the Effective Date, pursuant to the terms of the agreement (the "New Lakeview Management Agreement") attached hereto as Schedule "B", and have requested that the City agree as provided for herein that the Hotel Agreement shall be changed from the Original Lakeview Management Agreement to the New Lakeview Management Agreement.

NOW THEREFORE in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereto agree as follows:

- (1) Section 1.01(h) of the Lease, as amended, shall be further amended effective as of the Effective Date, by deleting the same and substituting therefor the following:
 - (h) "Hotel Agreement" shall mean the Agreement attached as Schedule "B" to an Amending Agreement dated as of the 31st day of March, 1989, entered into

between The Corporation of the City of
Hamilton, Lakeview Development Ltd. and
GGs Hotel Holdings Canada Inc.

- (2) Section 16.03 of the Lease shall be deleted effective as of and from the Effective Date.
- (3) The Development Agreement, the Planning Act Agreement, and the Lease, as amended, are hereby deemed to be further amended so that all references to Lakeview Development Ltd., as manager of the Hotel or "Hotelier" therein shall, in all cases, mean Lakeview in its capacity as manager for and on behalf of the Assignee, and all references to the management agreement for the Hotel, or to the Hotel Agreement, shall refer to the Agreement attached hereto as Schedule "B", provided that nothing herein contained shall otherwise, in any way, waive, modify, alter or amend the provisions of Subsection (j) of Section 3.06 of the Development Agreement and the obligations of Lakeview thereunder.
- (4) The terms and conditions of the Development Agreement, the Lease and the Planning Act Agreement as amended herein are hereby ratified and confirmed and the parties agree that the aforesaid Agreements shall continue in full force and effect, as amended hereby.
- (5) Nothing in this Agreement or in the Lease or any other Agreement shall amend Section 4.04(b) of the Development Agreement (Instrument No. 292836 C.D.), or derogate from the right of Lakeview to receive from the City a "final completion certificate" or "certificate of completion", as referred to therein, which certificate shall pursuant to the terms of Section 4.04(b) of the Development Agreement, effectively discharge Lakeview from each and every obligation, covenant, agreement and undertaking contained in the Development Agreement.
- (6) The Assignee and Lakeview represent to the City that they have applied to ITT Industries of Canada Ltd. (Sheraton) for a transfer and assignment of the licence agreement (the "Licence Agreement") and reservation system agreement (the "Reservation System Agreement") in form attached to the Agreement dated August 21, 1985 (registered as Instrument No. 221565 L.T.) as Schedules "B" and "C", respectively, and that the Assignee and Lakeview shall exercise their best efforts to complete such transfer and assignment as expeditiously as possible and prior to April 30, 1989 and shall do such things as may be reasonably necessary in connection therewith, and that the Assignee shall maintain such Agreements in full force and effect, in accordance with their terms. The Assignee shall not change the said Licence Agreement and Reservation System Agreement for the operation of the Hotel as a Sheraton Inn to a license to operate the Hotel as some other type of hotel or under any name other than "Sheraton Hamilton Hotel", without the consent of the City, which consent shall not be unreasonably withheld.
- (7) Notice to the Assignee shall be addressed and delivered to the Assignee at:

GGs HOTEL HOLDINGS CANADA INC.
c/o McMillan, Binch
Barristers and Solicitors
P.O. Box 38, South Tower
Royal Bank Plaza
Toronto, Ontario
M5J 2J7
Attention: David McCordic

- (8) (a) This Agreement is subject to the approval of Canada Mortgage and Housing Corporation and the Minister of Municipal Affairs.
- (b) The City will apply for the approvals set out in paragraph 8(a) above and shall take all steps necessary or desirable for the purpose of such applications. The Assignee and Lakeview agree to co-operate in the obtaining of such approvals.
- (9) This Agreement is conditional upon the assignment by Lakeview in favour of the Assignee of its interest in the Lease.
- (10) The Limited Partnership consents to the within provisions. The Sublessees and Lakeview hereby terminate the Original Lakeview Management Agreement effective as of the Effective Date, and the City hereby consents to such termination.
- (11) In addition to the indemnities set out in the Development Agreement, and without in any way, limiting or abrogating such indemnities, Lakeview, the Limited Partnership and the Assignee hereby jointly and severally irrevocably agree at all times to indemnify and save harmless the City, and its successors, assigns and all those claiming under it or them, from and against all actions, causes of action, interests, claims, demands, costs, damages, expenses or losses of any kind or nature whatsoever which the City or any of them, may bear, suffer or be put to by reason of, in connection with, or in any way referable to this agreement.
- (12) Time shall in all respects be of the essence hereof.
- (13) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF HAMILTON

Per: _____
Mayor

Per: _____
(Deputy) City Clerk

LAKEVIEW DEVELOPMENT LTD.

Per: _____

GGG HOTEL HOLDINGS CANADA INC.

Per: _____

KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP BY ITS GENERAL PARTNER;
127089 CANADA LTD.

Per: _____

Per: _____

04/11/89

ASSIGNMENT OF INTERFACE AGREEMENT

THIS AGREEMENT made as of and effective from the 31st day of March, 1989.

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON
(hereinafter referred to as the "City"),
OF THE FIRST PART,

- and -

LAKEVIEW DEVELOPMENT LTD.,
(hereinafter referred to as the "Assignor"),
OF THE SECOND PART,

- and -

GGS HOTEL HOLDINGS CANADA INC.
(hereinafter referred to as the "Assignee"),
OF THE THIRD PART,

- and -

SECOND PHASE CIVIC SQUARE LIMITED
(hereinafter referred to as "Second Phase"),
OF THE FOURTH PART,

- and -

FOURTH PHASE CIVIC SQUARE LIMITED
(hereinafter referred to as "Fourth Phase"),
OF THE FIFTH PART.

WHEREAS the City, the Assignor, Second Phase and Fourth Phase entered into an interface agreement dated July 30, 1984 registered in the Hamilton-Wentworth Registry Office as Instrument No. 161659 LT, and as Instrument No. 320192 CD and as amended by agreement dated March 31, 1989 registered as Instrument No. (the "Interface Agreement") setting out certain of their respective rights and obligations pertaining to certain lands, legally described in Schedule "A", "B" and "C" attached to the Interface Agreement;

AND WHEREAS the Assignor has agreed to assign its interest in the Hotel Lease (as such term is defined in the Interface Agreement) and the land (the "Hotel Land") described in Schedule "A" attached hereto, and has agreed to sell to the Assignee all of its right, title and interest in and to the Sheraton Hamilton Hotel and such other improvements (together, the "Hotel") as are owned by the Assignor and situated on the Hotel Land effective as of the date hereof (the "Effective Date");

AND WHEREAS Section 13(g) of the Interface Agreement provides that the parties thereto shall not dispose of any of their respective interests in the lands described in Schedules "A", "B" and "C" attached to the Interface Agreement without first acquiring from the purchaser, transferee or assignee their undertaking to abide by and be bound by the Interface Agreement and any agreement, easement, lease or sub-lease contemplated thereby;

AND WHEREAS the parties hereto have agreed to enter into this Assignment of Interface Agreement on the terms set out herein, which include the undertaking of the Assignee as required by the terms of the Interface Agreement.

Appendix "G" as referred to in Section 1(f) of the TENTH Report for 1989 of the Planning & Development Committee.

- (8) (a) This Agreement is subject to the approval of Canada Mortgage and Housing Corporation and the Minister of Municipal Affairs.
- (b) The City will apply for the approvals set out in paragraph 8(a) above and shall take all steps necessary or desirable for the purpose of such applications. The Assignee and Lakeview agree to co-operate in the obtaining of such approvals.
- (9) This Agreement is conditional upon the assignment by Lakeview in favour of the Assignee of its interest in the Lease.
- (10) The Limited Partnership consents to the within provisions. The Sublessees and Lakeview hereby terminate the Original Lakeview Management Agreement effective as of the Effective Date, and the City hereby consents to such termination.
- (11) In addition to the indemnities set out in the Development Agreement, and without in any way, limiting or abrogating such indemnities, Lakeview, the Limited Partnership and the Assignee hereby jointly and severally irrevocably agree at all times to indemnify and save harmless the City, and its successors, assigns and all those claiming under it or them, from and against all actions, causes of action, interests, claims, demands, costs, damages, expenses or losses of any kind or nature whatsoever which the City or any of them, may bear, suffer or be put to by reason of, in connection with, or in any way referable to this agreement.
- (12) Time shall in all respects be of the essence hereof.
- (13) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF HAMILTON

Per: _____
Mayor

Per: _____
(Deputy) City Clerk

LAKEVIEW DEVELOPMENT LTD.

Per: _____

GGG HOTEL HOLDINGS CANADA INC.

Per: _____

KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP BY ITS GENERAL PARTNER;
127089 CANADA LTD.

Per: _____

Per: _____

04/11/89

ASSIGNMENT OF INTERFACE AGREEMENT

THIS AGREEMENT made as of and effective from the 31st day of March, 1989.

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON
(hereinafter referred to as the "City"),
OF THE FIRST PART,

- and -

LAKEVIEW DEVELOPMENT LTD.,
(hereinafter referred to as the "Assignor"),
OF THE SECOND PART,

- and -

GGS HOTEL HOLDINGS CANADA INC.
(hereinafter referred to as the "Assignee"),
OF THE THIRD PART,

- and -

SECOND PHASE CIVIC SQUARE LIMITED
(hereinafter referred to as "Second Phase"),
OF THE FOURTH PART,

- and -

FOURTH PHASE CIVIC SQUARE LIMITED
(hereinafter referred to as "Fourth Phase"),
OF THE FIFTH PART.

WHEREAS the City, the Assignor, Second Phase and Fourth Phase entered into an interface agreement dated July 30, 1984 registered in the Hamilton-Wentworth Registry Office as Instrument No. 161659 LT, and as Instrument No. 320192 CD and as amended by agreement dated March 31, 1989 registered as Instrument No. (the "Interface Agreement") setting out certain of their respective rights and obligations pertaining to certain lands, legally described in Schedule "A", "B" and "C" attached to the Interface Agreement;

AND WHEREAS the Assignor has agreed to assign its interest in the Hotel Lease (as such term is defined in the Interface Agreement) and the land (the "Hotel Land") described in Schedule "A" attached hereto, and has agreed to sell to the Assignee all of its right, title and interest in and to the Sheraton Hamilton Hotel and such other improvements (together, the "Hotel") as are owned by the Assignor and situated on the Hotel Land effective as of the date hereof (the "Effective Date");

AND WHEREAS Section 13(g) of the Interface Agreement provides that the parties thereto shall not dispose of any of their respective interests in the lands described in Schedules "A", "B" and "C" attached to the Interface Agreement without first acquiring from the purchaser, transferee or assignee their undertaking to abide by and be bound by the Interface Agreement and any agreement, easement, lease or sub-lease contemplated thereby;

AND WHEREAS the parties hereto have agreed to enter into this Assignment of Interface Agreement on the terms set out herein, which include the undertaking of the Assignee as required by the terms of the Interface Agreement.

Appendix "G" as referred to in Section 1(f) of the TENTH Report for 1989 of the Planning & Development Committee.

and conditions of the Interface Agreement and all of the agreements, easements, leases and sub-leases contemplated by the terms of the Interface Agreement and executed pursuant to the terms thereof as required pursuant to paragraph 1 hereof, save and except for any such liabilities, debts and obligations as may arise, or may be incurred by the Assignor, prior to the Effective Date.

7. The Assignee acknowledges that it has received a copy of the executed Interface Agreement as amended, and is familiar with the terms, covenants and conditions contained therein.

8. The parties in all other respects hereby confirm that the Interface Agreement is in full force and effect, unchanged and unmodified except as set out herein. All undefined capitalized terms and expressions used in this Agreement shall have the meanings ascribed thereto under the terms of the Interface Agreement.

9. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns, respectively.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written by affixing their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF HAMILTON

Per: _____

Per: _____

LAKEVIEW DEVELOPMENTS LTD.

Per: _____

Per: _____

GGs HOTEL HOLDINGS CANADA INC.

Per: _____

Per: _____

SECOND PHASE CIVIC SQUARE LIMITED

Per: _____

Per: _____

FOURTH PHASE CIVIC SQUARE LIMITED

Per: _____

Per: _____

SLA^AGRINT:VWRE
March 22, 1989

as a RELEASE AGREEMENT

THIS AGREEMENT dated the 12th day of May, 1986.

BETWEEN:

CITIBANK CANADA,
a Canadian Chartered Bank, having its
head office at the City of Toronto, in the
Province of Ontario,
(hereinafter called the "Bank"),

- and -

THE CORPORATION OF THE CITY OF HAMILTON,
a municipal corporation,
(hereinafter called the "City"),

- and -

LAKEVIEW DEVELOPMENT LTD.,
a corporation continued under the laws of Canada
(hereinafter called "Lakeview").

WHEREAS the Bank, the City and Lakeview entered into an agreement (the "Citibank Agreement") dated November 1, 1984; (a true copy of which is attached hereto as Schedule "B") setting out certain rights and obligations among the parties thereto respecting, inter alia, the Ground Lease (registered as No. 271066 C.D.) and the Development Agreement (registered as 292836 C.D.);

AND WHEREAS the terms and conditions of the Citibank Agreement (sec. 6.07) provide that the rights and obligations of the Bank thereunder shall cease at such time as the Bank has been repaid in full for any monies advanced by the Bank to Lakeview with accrued interest thereon and all other costs, as defined in the Loan Agreement;

AND WHEREAS Lakeview has repaid, in full, to the Bank all monies advanced by the Bank to Lakeview with accrued interest thereon and all other costs, and the Bank has given to Lakeview a Cessation of Charge 153990 L.T. made by Lakeview to the Bank and the Cessation has been registered as 163664 L.T. on August 26, 1985;

Appendix "H" as referred to in Section 1(g) of the TENTH Report for 1989 of the Planning & Development Committee.



gjk

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Unless there is something in the subject matter inconsistent therewith or unless otherwise defined herein, all capitalized expressions used herein shall have the meaning ascribed thereto in the Citibank Agreement.

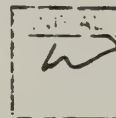
2. All rights and obligations of the Bank under the Citibank Agreement ceased ^{Notwithstanding anything to the contrary contained in this Agreement:} ~~effective~~ ^{to be} ~~from~~ ^{from and after} August 23, 1985. ^{including without limitation Paragraph 9 hereof}

3. The Bank hereby specifically acknowledges to the City that Sections 4.01 to 4.04 (inclusive) and Section 6.02 of the Citibank Agreement shall not be enforceable by the Bank against the City or against Lakeview. (2)

4. The Bank shall no longer be (as set out in Section 6.02 of the Citibank Agreement) the financial institution designated to hold insurance proceeds, which designation is provided for in Section 4.06(g)(v) of the Ground Lease.

5. The City and Lakeview jointly and severally remise, release and forever discharge the Bank of and from all manner of actions, causes of action, proceedings, judgments, debts, liabilities, losses, covenants, contracts, agreements, rights, claims and demands (hereinafter collectively called "Claims") whatsoever which either or both of the City and Lakeview and their respective successors and assigns ever had, now have or may hereafter have for or by reason of any cause, matter or thing whatsoever existing up to the present time or hereafter arising out of or from the Citibank Agreement.

6. The City and Lakeview acknowledge that the release contained in paragraph 5 above is intended to extend to, and does extend to, Claims now known to exist and Claims not now known or suspected to exist, even if the knowledge or suspicion of which would have materially affected the decision of either or both the City and Lakeview to execute and deliver this Release Agreement.



gdl

7. The Bank hereby remises, releases and forever discharges the City and Lakeview of and from all Claims whatsoever which the Bank and its successors and assigns ever had, now have or may hereafter have for or by reason of any cause, matter or thing whatsoever existing up to the present time or hereafter arising out of or from the Citibank Agreement.

8. The Bank acknowledges that the release contained in paragraph 7 above is intended to extend to, and does extend to, Claims now known to exist and Claims not now known or suspected to exist, even if the knowledge or suspicion of which would have materially affected the decision of the Bank to execute and deliver this Release Agreement.

9. (a) Lakeview and the City hereby agree that only the terms, covenants and conditions of the Citibank Agreement which are set out in the following list shall continue in full force and effect as between, and shall be binding upon, and enforceable by each of, Lakeview and the City:

<u>Sections:</u> 1.02	7.01
1.03	7.02
3.01(second paragraph only)	7.03
4.02	7.04
5.01(except for last sentence)	7.05
6.03	7.06
6.04	7.07
6.06(except re: delivery of	7.08
certificate to Bank)	7.09
6.08	7.10
6.09	
6.10	

(b) The City, Lakeview and the Bank agree that the other terms, covenants and conditions of the Citibank Agreement that are not listed in subparagraph (a) above shall cease and be of no further force and effect among the City, Lakeview and the Bank.

10. The provisions of this Release Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.

11. Lakeview shall register on title to the Leasehold land described in Schedule "A" attached hereto, this Release Agreement forthwith after the execution of this Release Agreement by the parties hereto and the parties hereto covenant to do or complete all such acts, matters, deeds, assurances and things as may be reasonably requisite for the registration of this Release Agreement.

12. This agreement may be executed in several counterparts each of which when executed by the parties shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

13. Attached hereto as Schedule "B" is a true copy of the November 1, 1984 Citibank Agreement entered into among the City, Lakeview and Citibank.

IN WITNESS WHEREOF the parties hereto have executed this Agreement ~~as of the day, month and year hereinabove written.~~

March

, 1989.

(w)

CITIBANK CANADA

PER: _____

Name: Gerry Manno

Title: Vice-President

I have authority to bind the corporation

PER: _____

THE CORPORATION OF THE CITY OF HAMILTON

Mayor

City Clerk

LAKEVIEW DEVELOPMENT LTD.

PER: _____

KEITH LEVIT SECRETARY

PER: _____

DREW IRWIN CONTROLLER

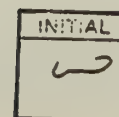
SCHEDULE "A"

(Attached to and forming part of the RELEASE AGREEMENT dated May 12, 1986 among CITIBANK CANADA, THE CORPORATION OF THE CITY OF HAMILTON and LAKEVIEW DEVELOPMENT LTD.)

LEASEHOLD LAND

Part of Lots 1 and 2 and the unnumbered lot in Block 1, Parts of Lots 1 and 2 and the unnumbered lot in the Block bounded by King, Park, Market and MacNab Streets all according to DAVID KIRKENDALL SURVEY registered in the Land Registry Office for the Registry Division of Wentworth as Plan No. 39; and Part of Park Street immediately east of the said Block 1 (said Park Street now closed by the City of Hamilton By-Law No. 81-14 dated December 9, 1980 and registered in the said Land Registry Office as Instrument No. 174954 C.D.) and which said parcel may be more particularly described as all of Part 1 according to a reference plan received and deposited in the said Land Registry Office as Plan 62R-7454.

Registered as Parcel 1-2 in the leasehold register for Section W-39(c).



JSK

CERTIFICATE OF FINAL COMPLETION

TO: GGS Hotel Holdings Canada Inc.
c/o McMillan, Binch
Box 38, South Tower
Royal Bank Plaza
Toronto, Ontario M5J 2J7

AND TO: Lakeview Development Ltd.
8th Floor - 185 Carlton Street
Winnipeg, Manitoba R3C 3J1

AND TO: McMillan, Binch
Box 38, South Tower
Royal Bank Plaza
Toronto, Ontario M5J 2J7

AND TO: McJannet Rich
5th Floor - 185 Carlton Street
Winnipeg, Manitoba R3C 3J1

Re: Development Agreement dated the 19th day of November, 1981 and registered against title to the property on which the Sheraton Hamilton Hotel is situated, as Instrument No. 292836 CD, as amended by certain Agreements including Agreements dated August 3, 1982, May 3, 1983, July 29, 1983, August 1, 1985, August 21, 1985, August 25, 1985 and December 1, 1986, all between the Corporation of The City of Hamilton and Lakeview Development Ltd., and as further amended by Agreement dated November 1, 1984 between The Corporation of the City of Hamilton, Lakeview Development Ltd. and Citibank Canada.

Pursuant to Section 4.04(b) of the Development Agreement dated November 19, 1981, as amended, the Review Authority hereby certifies that the Improvements have been completed in conformity with the Final Working Drawings and Specifications (with such Modifications, if any, as have been approved under the Development Agreement) and the Developer has installed the furnishings, fixtures and equipment and has otherwise complied with the opening requirements as set out in Schedule "K" to the Development Agreement. The terms used in this Certificate shall be ascribed the same meanings as set forth in the Development Agreement. This Certificate is, and is intended to be a Certificate of Completion or a Final Completion Certificate as contemplated by the terms of Section 4.04(b) of the Development Agreement and discharges the Developer from each and every obligation, covenant, agreement and undertaking contained in the Development Agreement except for the obligations contained in the Ground Lease dated May 3, 1983 between The Corporation of the City of Hamilton and Lakeview Development Ltd., as amended from time to time, and the obligation to enter into and deliver to City of Hamilton a registrable Pedestrian Bridge Agreement as attached hereto as Schedule "A". The Review Authority hereby confirms that there are no further Improvements to be done pursuant to the Development Agreement.

DATED this day of 1989.

Mr. D.W. Vyce
Co-Ordinator
Lloyd D. Jackson Square
Chairman,
Review Authority

Alderman W.M. McCulloch
Member of
Review Authority

Appendix "I" as referred to
in Section 1(h) of the
TENTH Report for 1989
of the Planning &
Development Committee.

ESTOPPEL CERTIFICATE

TO: GGS HOTEL HOLDINGS CANADA INC. and GGS CO. LTD.

RE: Ground Lease dated the 3rd day of May, 1983, registered as Instrument No. 271066 CD, as amended by certain agreements including, Agreements dated May 3, 1983, July 29, 1983, August 21, 1985, and November 26, 1986, all between The Corporation of the City of Hamilton and Lakeview Development Ltd. as further amended by Agreement dated November 1, 1984 between The Corporation of the City of Hamilton, Lakeview Development Ltd. and Citibank Canada, by Agreement dated March 15, 1989 between The Corporation of the City of Hamilton, Lakeview Development Ltd., GGS Hotel Holdings Canada Inc., and King Street Hamilton Hotel Limited Partnership and by Agreement dated March 31, 1989 between The Corporation of the City of Hamilton, Lakeview Development Ltd., First Phase Civic Square Limited, Second Phase Civic Square Limited, Fourth Phase Civic Square Limited and King Street Hamilton Hotel Limited Partnership

(the "Ground Lease")

Development Agreement dated the 19th day of November, 1981, registered as Instrument No. 292836 CD, as amended by certain agreements including, Agreements dated August 3, 1982, May 3, 1983, July 29, 1983, August 1, 1985, August 21, 1985, August 25, 1985 and December 1, 1986, between The Corporation of the City of Hamilton and Lakeview Development Ltd., as further amended by Agreement dated November 1, 1984 between The Corporation of the City of Hamilton, Lakeview Development Ltd. and Citibank Canada, as further amended by Agreement dated March 15, 1985 between The Corporation of the City of Hamilton, Lakeview Development Ltd., GGS Hotel Holdings Canada Inc. and King Street Hamilton Hotel Limited Partnership and as further amended by Agreement between The Corporation of the City of Hamilton, Lakeview Development Ltd., First Phase Civic Square Limited, Second Phase Civic Square Limited, Fourth Phase Civic Square Limited, and King Street Hamilton Hotel Limited Partnership dated March 31, 1985

(the "Development Agreement")

The Corporation of the City of Hamilton hereby certifies as of this date pursuant to Section 5.13 of the November 19, 1981 Development Agreement, and pursuant to Section 22.07 of the May 3, 1983 Ground Lease, both as amended as hereinbefore set out, as follows:

1. That Lakeview Development Ltd. is in possession of the land described in the Ground Lease and took possession thereof on the 3rd day of August, 1983, and has paid rent in accordance with the provisions of the Ground Lease to March 31, 1989 and that The Corporation of the City of Hamilton does not hold any prepaid rent, letter of credit or deposit or any amount whatsoever, with respect thereto.
2. That the Ground Lease and the Development Agreement have not been amended except as set out above and that such agreements continue in full force and effect.
3. That the Ground Lease and the Development Agreement are in full force and effect and Lakeview Development Ltd. is not, as of the date hereof, to the knowledge of The Corporation of the City of Hamilton, in default under the Ground Lease and/or the Development Agreement, save as is set out herein.
4. That The Corporation of the City of Hamilton hereby acknowledges and accepts that this Certificate shall be relied upon by GGS Co. Ltd. and GGS Hotel Holdings Canada Inc.

Appendix "J" as referred to in Section 1(i) of the TENTH Report for 1989 of the Planning & Development Committee.

5. That there are obligations of the Developer to register outstanding agreements under the Development Agreement and Ground Lease as follows:

- (a) Release Agreement of Citibank Agreement dated November 1, 1984;
- (b) Banquet Facilities Amending Agreement dated December 1, 1986;
- (c) Extension of Time and Set Back Amending Agreement dated August 1, 1985;
- (d) Hotel Management Amending Agreement dated as of March 31, 1989;
- (e) Pedestrian Bridge Agreement dated as of March 28, 1985;
- (f) Notice of Sublease dated May 1, 1985 between Fourth Phase Civic Square Limited, as sublessor and Lakeview Development Ltd. et al, as sublessees; and,
- (g) Rent Adjustment Agreement dated November 26, 1986.

6. That there are obligations of the Developer outstanding under the Ground Lease as follows:

- (a) realty taxes for 1989 in respect of the Hotel are in arrears to the extent of approximately \$318,000.00; and,
- (b) the Region has not been added as a named insured under the policies of insurance as required.

DATED this day of April, 1989.

THE CORPORATION OF THE CITY OF
HAMILTON

Mayor

City Clerk

04/11/89

CERTIFICATE

TO: GGS HOTEL HOLDINGS CANADA INC. and GGS CO. LTD.
c/o McMILLAN, BINCH
Barristers and Solicitors
P.O. Box 38
Royal Bank Plaza
South Tower
Toronto, Ontario
M5J 2J7

AND TO: LAKEVIEW DEVELOPMENT LTD.
185 Carlton Street
6th Floor
Winnipeg, Manitoba
R3C 3J1

AND TO: McMILLAN, BINCH
Barristers and Solicitors
P.O. Box 38
Royal Bank Plaza
South Tower
Toronto, Ontario
M5J 2J7

AND TO: McJANNET RICH
5th Floor
185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

RE: An Agreement (the "Original Development Agreement") dated September 3, 1970 between The Corporation of the City of Hamilton (the "City"), Greater Hamilton Developers Limited (the "Developer") registered as Instrument No. 199965 AB against title to the property (the "Property") on which the Sheraton Hamilton Hotel is situated, as further described in Schedule "A" attached hereto, as amended by agreements dated November 25, 1970, November 7, 1972, November 14, 1975, July 7, 1978 and September 1, 1980.

The Review Authority as defined in the Original Development Agreement hereby confirms that the Developer has no outstanding obligation whatsoever in, or with regard to the Property under the Original Development Agreement, save as is set out in the Interface Agreement or contained in the Ground Lease between the City and Lakeview Development Ltd. The Review Authority further confirms and acknowledges that all the terms, conditions, covenants, agreements and undertakings contained in the Original Development Agreement have been fully satisfied and that there are no further obligations, covenants, agreements and undertakings, whether financial or otherwise, pursuant to the Original Development Agreement, which bind the Property or any present or future lessee of the Property, save as set out herein.

The Review Authority hereby acknowledges and accepts that this Certificate shall be relied upon by GGS Hotel Holdings Canada Inc. and GGS Co. Ltd.

DATED this day of , 1989, in the City of Hamilton,
Province of Ontario.

Mr. D.W. Vyce,
Co-Ordinator
Lloyd D. Jackson Square
for the Review Authority

Appendix "K" as referred to
in Section 1(j) of the
TENTH Report for 1989 of
the Planning & Development
Committee.

SCHEDULE "A"

Part of Lots 1 and 2 and Part of the unnumbered lot in Block 1,
Part of Lots 1 and 2 and Part of the unnumbered lot in the Block
bounded by King, Park, Market and MacNab Streets, all according
to David Kirdendall Survey registered in the Land Registry
Office for the Registry Division of Wentworth as Plan No. 39;
and Part of Park Street immediately east of the said Block 1
(said Park Street now closed by the City of Hamilton By-Law No.
81-14 dated December 9, 1980 and registered in the said Land
Registry Office as Instrument No. 174954 C.D.) and which said
parcel may be more particularly described as all of Part 1
according to a reference plan received and deposited in the said
Land Registry Office as Plan 62R-7454. Registered as Parcel 1-2
in the leasehold register for Section W-39(c).

CERTIFICATE OF GENERAL MATTERS

TO: LAKEVIEW DEVELOPMENT LTD. ("Lakeview")
6th Floor, 185 Carlton Street
Winnipeg, Manitoba R3C 3J1

AND TO: MCJANNET, RICH
Barristers and Solicitors
185 Carlton Street
Winnipeg, Manitoba R3C 3J1

AND TO: GGS HOTEL HOLDINGS CANADA INC. (the "Purchaser")
C/O McMILLAN, BINCH
Barristers and Solicitors
Box 38, South Tower
Royal Bank Plaza
Toronto, Ontario M5J 2J7

AND TO: McMILLAN, BINCH
Barristers and Solicitors
Box 38, South Tower
Royal Bank Plaza
Toronto, Ontario M5J 2J7

RE: A development agreement (the "Hotel Development Agreement")
between Lakeview and The Corporation of the City of Hamilton (the
"City") dated as of November 1, 1981, registered in the
Hamilton-Wentworth Registry Office as Instrument No. 292836 C.D., as
amended from time to time, including without limitation, amendments by
agreements dated August 3, 1982, May 3, 1983 (the "Closing Agreement")
and July 29, 1983, and by agreement (the "Citibank Agreement") among
the City, Lakeview and Citibank Canada dated November 1, 1984;

AND RE: A ground lease (the "Ground Lease") between the City and Lakeview,
dated May 3, 1983 and registered in said Registry Office as Instrument
No. 271066 C.D., as amended by the Closing Agreement, by agreement
dated July 29, 1983, and as further amended by the Citibank Agreement.

AND RE: Certain other agreement more fully described herein, to which the City
and/or Lakeview are parties.

THE CORPORATION OF THE CITY OF HAMILTON (the "City") hereby
acknowledges, confirms and represents that:

- (a) the City has reviewed, approved and initialled for identification purposes the plans and specifications for the renovations described in Schedule "A" hereto, and that such renovations, if and when carried out and completed in accordance with such plans and specifications, will conform with and will not cause a breach of the Hotel Development Criteria set out in Schedule "C" attached to and forming part of the Hotel Development Agreement, as amended by an amending agreement referred to as the Banquet Facilities Amending Agreement between Lakeview and the City and dated September 1, 1986.
- (b) the Closing Agreement, the Ground Lease and the Planning Act Agreement, an agreement between the City and Lakeview dated May 3, 1983, are still in full force and effect and have not been rendered null and void pursuant to Section 4 of the Closing Agreement, and that the approvals, as required, of the Province of Ontario and Canada Mortgage and Housing Corporation ("CMHC") have been obtained, and that such agreements are hereby ratified and confirmed and are in full force and effect;
- (c) the terms, conditions and obligations on the part of Lakeview to the City, contained in the Interface Agreement have been complied with to date, except for the Truck Tunnel Easement, and Lakeview is not in default thereunder so far as the City is aware and there are no outstanding financial obligations of Lakeview to the City under the terms of the Interface Agreement;

Appendix "L" as referred to
in Section 1(k) of the
TENTH Report for 1989 of
the Planning & Development
Committee.

04/11/89

-626-

- 2 -

- (d) The Corporation of the City of Hamilton hereby acknowledges and accepts that this Certificate shall be relied upon by GGS Co. Ltd. and GGS Hotel Holdings Canada Inc.

DATED this _____ day of _____, 1989, in the City of
Hamilton, Ontario.

THE CORPORATION OF THE CITY OF
HAMILTON

Per: _____

Per: _____

REPORT OF THE LEGISLATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Legislation Committee presents its SEVENTH Report for 1989 and respectfully recommends:

- *1. That the Mayor and a maximum of six (6) Aldermen be authorized to attend the 52nd Annual Conference of the Federation of Canadian Municipalities to be held in Vancouver, British Columbia, 1989 June 09 to June 12.

NOTE: Members of City Council interested in attending are asked to apply in writing to the Mayor's Office as soon as possible with a copy of each request addressed to the Secretary of the Legislation Committee. The Legislation Committee will then be advised of those interested in attending the Conference.

2. That the Mayor be authorized to issue a proclamation to officially establish September in each year as Child Abuse Prevention Month.
3. That the letter from the Town of Oakville dated 1989 March 14 attached hereto and marked APPENDIX "A" seeking the support of the City of Hamilton in requesting the Provincial-Federal Governments to fund a research program aimed at effectively maintaining the Canada Geese population in urban waterfront parks, be received.
4. (a) That permission be granted to utilize the City Hall second floor foyer for the period 1989 June 19 to June 23 inclusive, to display Seniors' art work, in conjunction with Senior Citizens' Month.
- (b) That permission be granted for the use of the City Hall forecourt on 1989 June 12 and June 23 from 12:00 o'clock noon to 4:00 o'clock p.m. for the opening and closing ceremonies of the Seniors' Carousel.

* Note of Section 1 amended, see page 628

- (c) That permission be granted to use the first floor foyer for the period of 1989 May 17 to May 19 from 9:30 o'clock a.m. to 4:00 o'clock p.m. inclusive, to hold registrations for the Hamilton Senior Games.

Respectfully Submitted,

ALDERMAN V. J. AGRO, CHAIRMAN
LEGISLATION COMMITTEE

John Thompson, Secretary
1989 April 03

njw

* Note of Section 1 amended to read:

NOTE: Members of City Council who would like to be considered as a delegate to the upcoming F.C.M. Conference in June are asked to advise the Secretary of the Legislation Committee. In the event more than six Alderman are interested in this Conference, attendance will be determined by "lot" by the Legislation Committee."
CARRIED



THE CORPORATION OF THE TOWN OF OAKVILLE

TELEPHONE 845-6601

P.O. BOX 310
L6J 5A6

March 14, 1989

RECEIVED

MAR 20 1989

CITY CLERKS

Clerk
City of Hamilton
71 Main Street West
Hamilton, Ontario
L8N 3T4

Dear Sir:

Re: Canada Geese Over-Population

At one point in time there was a concern that the Canada Goose may become extinct, however, methods were taken to protect the Canada Geese and over the last several years the population has increased to enormous proportions.

In the case of the Town of Oakville, they are with us year round as we have two major watersheds emptying into Lake Ontario and a number of minor ones and given the climate in this part of Ontario, there is always open water and while people are being advised not to do so they do feed them during the winter months. The net result is that our lakeside parks are being fouled from the presence of these Geese and the grass is being nibbled to the earth.

The bird is a protected species and we have no legal means at our disposal to reduce this large population. Not only do they foul many of our parks, but at least two daily excursions into farmers' cornfields where they may feed to the detriment of the farmers' crop.

Council has become sufficiently concerned about this problem that we have been directed to write all municipalities in Ontario which are waterfront municipalities, to seek their support in requesting the Provincial-Federal Governments to fund a research program aimed at effectively maintaining the Canada Geese population in urban waterfront parks.

I would appreciate it if you could bring this matter to the attention of your Council and advise me of their feelings on this issue.

Yours very truly

D.W. Brown/sp

D.W. Brown
Town Clerk
Town of Oakville
DWB/sp

Schedule "A" as referred
to in Section 3 of the
SEVENTH Report of the
Legislation Committee

REPORT OF THE FINANCE COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Finance Committee presents its EIGHTH Report for 1989 and respectfully recommends:

1. That approval be given to inform the Board of Education for the City of Hamilton that the City has no requirements for Bell Cairn School on Beach Boulevard.

NOTE: The City is in receipt of a letter from the Board of Education for the City of Hamilton advising that Bell Cairn School on Beach Boulevard is surplus to their requirements and available for sale.

City Departments were circularized for comments on their requirements of this school.

For the information of the members of City Council, the Ministry of Correctional Services is in the process of purchasing Bell Cairn School to be used as a Staff Training and Development Centre.

2. That a purchase order be issued to G.E. Mobile Communications Inc., Hamilton, for mobile radio maintenance for various civic departments during 1989, 1990 and 1991, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender, as follows:

1989	-	\$ 33 910.92
1990	-	\$ 34 131.12
1991	-	\$ 36 643.80

NOTE: Lowest of four (4) tenders received. Funds provided in various Mobile Radio Maintenance Accounts.

3. That purchase orders be issued for the supply and delivery of electric light bulbs as and when required for Purchasing Stores during 1989, in accordance with specifications issued by the Manager of Purchasing and Vendors' tender, as follows:

(a) WESTINGHOUSE/WESCO, HAMILTON

Approximate value of order - \$ 82 809.96
 Terms 2% 10 days, net 30
 Discount off items not listed - 50%
 Provincial sales tax extra at 8%

(b) NEDCO, DIVISION OF WESTBURNE, HAMILTON

Approximate value of order \$ 25 617.59
 Terms 2% 10 days, net 30
 Discount off items not listed 45%
 Provincial sales tax extra at 8%

(c) GUILLEVIN INTERNATIONAL INC. HAMILTON

Approximate value of order \$ 32 277.81
 Terms 2% 10 days, net 30
 Discount off items not listed 40%
 Provincial sales tax extra at 8%

NOTE: The suppliers being recommended have bid the lowest unit prices of nine (9) tenders received on the 200 types of light bulbs that are included in the tender. Funds are provided in various stock inventory accounts.

4. That a purchase order be issued to Union Gas Limited, Hamilton, in the amount of \$17 506.10 for emergency repairs to the gas line at Ivor Wynne Stadium.

NOTE: Only supplier available. Funds provided in Operating Account No. CH56103-31339.

As the gas service has been turned off to the entire Ivor Wynne Complex until these repairs have been completed, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

5. (a) That approval be given to replace the engine in Garbage Packer No. 9115 as follows:
- Engine replacement \$5 950 plus tax, engine core charge \$3 750 and miscellaneous parts charges of approximately \$3 000 for a total cost of \$12 700 plus tax.
- (b) That this expenditure be charged to the Major Repair Reserve Account No. RF55024 25203.

6.
 - (a) That approval be given for major body repairs to Fire Department Pumper No. 8, Licence CA3658 and that this work be awarded to C. E. Hickey and Sons in the amount of \$21 875.
 - (b) That this expenditure be charged to Account No. CH57105-48005, Repairs and Maintenance Automotive Equipment - Fire Department.
7. That Vehicle No. 9306, a 1982 Ford Pickup instead of Vehicle No. 9318, a 1982 Ford Van, be replaced from the 1989 Equipment Reserve Account.
8.
 - (a) That the Sisters of Social Service (Holy Spirit Centre) be granted tax exempt status on a portion of the property at 88 Fennell Avenue West effective 1988 February 02, and
 - (b) That the City Solicitor be authorized and directed to prepare the City By-law, based on Bill Pr 61 known as "The Sisters of Social Service Act, 1988" which received Royal Assent on 1989 February 27, to allow tax exempt status on that portion of property at 88 Fennell Avenue West to which the Bill pertains, as at 1988 February 02.
9.
 - (a) That, in the event a Standing Committee approves of a program or service for which no funds have been budgeted in 1989, the Standing Committee find the required funds within their own Committee budget responsibility, and
 - (b) That, in order to accommodate any of these additional requirements, the department/board identify a saving or service reduction/deletion in a specific area of their budget.
10. That the Treasurer be authorized to make application to hire one student under the Involvement in Municipal Administration Program - 1989 for an 18 week period commencing 1989 May 01 and terminating 1989 September 09. The net City's share of this program in the amount of \$2 700 has been provided in Treasury Account No. CH51001-25110 in 1989.

11. (a) That the Treasurer be authorized to make application to the Minister of Transportation for the City of Hamilton 1989 Normal and Supplementary Applications for subsidy under the Public Transportation and Highway Improvement Act, as follows:

	Total Expenditure (1)	Estimated Subsidizable Expenditure (2)	Subsidy Dollars (3)
Normal Application			
Maintenance	\$ 9 218 680	\$ 8 566 820	\$4 283 410
Construction	<u>\$ 5 130 660</u>	<u>\$ 3 694 180</u>	<u>\$1 847 090</u>
	\$14 349 340	\$12 261 000	\$6 130 500
Supplementary Application			
Construction	\$ 8 113 350	\$ 5 690 050	\$2 845 025
Traffic Signal Installation	<u>\$ 40 000</u>	<u>\$ 40 000</u>	<u>\$ 20 000</u>
	\$22 502 690	\$17 991 050	\$8 995 525

- (b) That the Treasurer be authorized to petition the Minister for subsidy payments as necessary.

12. (a) That the first set of the existing 1989 General Grant recommendations (amount and category) as outlined in EXHIBIT "A" (columns 4 and 5) with a total recommended grant amount of \$153 100, be approved.
- (b) That these grants as be funded from within the appropriate Grant Accounts GR53XXX 200XX.

NOTE: All the applicants outlined in EXHIBIT "A" have been notified of the recommendation and have not requested an appeal.

- * 13. (a) That the first set of appeal recommendations for the existing 1989 General Grants as outlined in EXHIBIT "B" (columns 4 and 5) attached hereto, in the total amount of \$287 340, be approved.
- (b) That these grants be funded for within the appropriate Grants Accounts GR53XXX 200XX.

Respectfully Submitted,

ALDERMAN W. M. McCULLOCH, CHAIRMAN
FINANCE COMMITTEE

John Thompson, Secretary
1989 April 04

* Recorded vote, see page 510

05-Apr-89

EXHIBIT A

Page

City of Hamilton
Treasury

GRANTS - REQUESTS FOR 1989 BY CATEGORY

Description (1)	1988 Grant (2)	1989 Request (3)	Finance Recommendation	
			Amount (4)	Category (5)
Category 01				
Fire Department Band	3,900	4,290	4,290	C
CANUSA Games	37,000	40,000	40,000	C
Catholic Youth Organization	11,760	12,200	12,200	1
First Place - Hamilton	6,000	14,000	6,270	1
Hamilton Hurricanes Football Club	2,960	2,060	2,060	1
Greater Hamilton Symphony Association	6,860	7,350	7,170	1
National Youth Orchestra	210	400	300	2
John Laing Singers	900	6,000	1,000	1
Hamilton Volunteer Week	2,000	5,000	3,500	1
Category 02				
Cycle Hamilton Inc. Club	5,000	5,000	5,000	2
Civic Concert Choir of Hamilton	2,000	2,000	2,000	2
Hamilton Aquatic Waterpolo Club	3,000	9,500	3,000	3
Gallery of Distinction Awards	5,500	5,500	5,500	4
Catholic Family Services - Handicapped Pro	500	1,000	1,000	2
Hamilton Theatre Inc. - Operating	6,500	8,000	5,000	4
Miss Hamilton Pageant - JKE Productions	8,000	15,000	8,000	2
Navy League of Canada	1,500	1,500	1,500	2
Royal Canadian Air Cadets - 150 Squadron	1,500	1,500	1,500	2
St. Ann's Inner City Day Camp	1,500	1,500	1,500	2
Hamilton Marathon	4,000	4,500	4,000	2
Hamilton All Star Jazz Band	5,000	6,000	5,000	2
Around-The-Bay Road Race	1,500	1,500	1,500	2
Hamilton Folk Arts Heritage Council	30,310	40,000	30,310	2
Ad and Sales Club	500	1,000	500	2
Hamilton & District Labour Council Parade	1,000	1,000	1,000	2
	148,900	195,800	153,100	

KEY

- C = Committed Grants
- 1 = Traditional Grants (Allows for 4.5% Increase)
- 2 = Fixed
- 3 = Sunset by Percentage
- 4 = Sunset by Amount

EXHIBIT "A" as referred to
in Section 12 of the
EIGHTH Report of the
Finance Committee

05-Apr-89

EXHIBIT B

City of Hamilton
Treasury1989 EXISTING GENERAL GRANT APPEALS

Applicant (1)	1989 Grant Request (2)	Original Recommended Amount (3)	Recommendation on Appeal	
			Amount (4)	Category (*) (5)
1. Opera Hamilton	174,270	157,000	164,100	C
2. Creative Arts Inc.	114,150	45,000	80,000 (#)	2
3. Ensemble Sir Ernest Macmillan	7,000	5,470	7,000	1
4. Hamilton Olympic Club	1,500	Nil	Nil	N/A
5. Hamilton Artists Inc.	4,500	2,000	2,000	2
6. Theatre Aquarius	45,000	Nil	34,240	2
	<u>346,420</u>	<u>209,470</u>	<u>287,340</u>	

(*)

KEY

C = Committed Grants

1 = Traditional Grants (Allows for 4.5% Increase)

2 = Fixed

(#) Recommendation allocated as follows:

45,000	Festival of Friends
5,000	Drum Corps International contingent on receiving concession rights at Ivor Wynne Stadium for the event from Parks & Recreation Committee.
30,000	Festival of World Friends conditional on the event taking place in Dundurn Park.
<u>80,000</u>	

**EXHIBIT "B" as referred to in
Section 13 (a) of the
EIGHTH Report of the
Finance Committee**

REPORT OF THE NOMINATING COMMITTEE

To the Council of The Corporation of the City of Hamilton.

Members of Council:

The Nominating Committee presents its SEVENTH Report for the year 1989 and respectfully recommends:

1. Approval of the appointment of Mrs. Frances Sullivan to the Municipal Non-Profit (Hamilton) Housing Corporation.

NOTE: Mrs. Sullivan is being appointed to replace Ms. Mary Santarelli who did not accept her appointment as she found she had a conflict of interest. Term of office expires November 30, 1991.

Respectfully submitted,

ALDERMEN T. COOKE,
ACTING MAYOR

1989 April 11

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, APRIL 18, 1989
7:15 O'CLOCK, P.M.

URBAN MUNICIPAL

GOVERNMENT DOCUMENTS

The Council met.

PRESENT: Alderman T. Cooke, Acting Mayor
Aldermen Kiss, McCulloch, Drury, Copps, Christopherson, Lombardo,
Jackson, Merling, Gallagher, Ross, Murray.
His Worship Mayor Morrow was on civic business

This was a special meeting of City Council called to deal with the Fifth
Report of the Personnel Committee on Collective Bargaining.

It was moved by Alderman McCulloch, seconded by Alderman Drury and carried,
that Council move into Committee of the Whole to consider the following Report
with Alderman Ross in the chair.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, McCulloch,
Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo,
Jackson, Merling, Gallagher, Ross, - 13

NAYS: 0

PERSONNEL COMMITTEE - FIFTH REPORT

It was moved by Alderman McCulloch and seconded by Alderman Drury

RESOLVED: That the report of the Committee of the Whole on the report of the
Personnel Committee be and the same, now be adopted.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, McCulloch,
Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo,
Jackson, Merling, Gallagher, Ross, - 13

NAYS: 0

It was moved by Alderman McCulloch and seconded by Alderman Drury

RESOLVED: that the following Bill be now read a first time.

F-1

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray - 14

NAYS: 0

It was moved by Alderman McCulloch and seconded by Alderman Drury that Council move into Committee of the Whole (second reading) to consider the following Bill, with Alderman Murray in the chair.

F-1

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray - 14

NAYS: 0

Consideration of the Bills (second reading)

It was moved by Alderman McCulloch and seconded by Alderman Drury

RESOLVED: that the Report of the Committee of the Whole on the following Bill:

F-1

be, and the same is hereby adopted.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray - 14

NAYS: 0

It was moved by Alderman McCulloch and seconded by Alderman Drury

RESOLVED: that the following Bill be now read a third time, signed,
sealed and enrolled as a By-law:

F-1

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, McCulloch,
Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo,
Jackson, Merling, Gallagher, Ross, Murray - 14

NAYS: 0

City Council adjourned at 7:20 o'clock, p.m.

REPORT OF THE PERSONNEL COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Personnel Committee presents its FIFTH Report for 1989 and respectfully recommends:

1. That the Memorandum of Agreement between the Corporation of the City of Hamilton and C.U.P.E. Local 167 dated 1989 March 23, **BE APPROVED** in accordance with the terms therein.

Note: A Memorandum of Agreement has been negotiated with C.U.P.E. Local 167.

The Agreement is for a term of two years and the monetary terms of settlement are for a general increase of 5.5% effective 1989 February 1, 0.5% effective 1989 July 1, 4.5% effective 1990 February 1 and 1% effective 1990 July 1. In addition, there are benefit changes in the dental, vision care, chiropractor, mileage and vacation areas. A number of significant concerns regarding non-monetary issues have also been addressed.

2. (a) That the Salary Schedule for all Non-Union Personnel, **BE ADJUSTED** by 5.5% effective 1989 January 1, 0.5% effective 1989 July 1, 4.5% effective 1990 January 1 and 1% effective 1990 July 1 and that individual salaries be adjusted accordingly.
- (b) That the following benefit adjustments be effective 1989 January 1:
 - (i) Mileage: .34 cents on the first five thousand kilometers per annum and .20 cents for all kilometers in excess of five thousand.
- (c) That the following benefit adjustment be effective 1989 May 1.
 - (i) Dental Care: Orthodontic from \$1000 to \$1500
- (d) That the following benefit adjustments be effective 1990 January 1:
 - (i) Chiropractor: Maximum \$200 (abide by O.H.I.P. regulations)
 - (ii) Vision Care: From \$100 to \$200.

Note: A Memorandum of Agreement has been negotiated with C.U.P.E. Local 167 (City)

The Agreement is for a term of two years. The proposed non-union changes are consistent with that Agreement.

3. That leave be granted to introduce the following Bill:

(a) Bill F-1: A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton.

Respectfully submitted

Alderman B. Hinkley, Chairman
Personnel Committee

Susan K. Reeder
Secretary
1989 April 18
/dg

04/25/89

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, APRIL 25, 1989
7:30 O'CLOCK, P.M.

URBAN MUNICIPAL
GOVERNMENT

The Council met.

PRESENT: Mayor R. M. Morrow, Esq.

Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Copps,
Christopherson, Agostino, Lombardo, Smith, Jackson, Merling,
Gallagher, Ross, Murray.

ABSENT: Alderman M. Kiss - Out of Town visiting sick relative

The Mayor called the meeting to order.

The Rev. Floyd Rhude, District Office, Pentecostal Assemblies of Canada led
the Council in prayer.

The Mayor made the following proclamations:

1. (i) Day of Mourning - April 28, 1989 accepted by David Wilson,
President of Hamilton and District Labour Council
- (ii) Schizophrenia Awareness Week - May 1 to 7, 1989 accepted by Mrs.
Pat Saunders, Secretary of the Board
- (iii) Professional Secretaries Week - April 23 to 29, 1989 accepted by
Joan Bannerman, Hamilton District Chapter of Professional
Secretaries International
- (iv) Navy Week - April 29 to May 7, 1989 accepted by Cedric Mitchell, a
presentation to the City of Hamilton by Stan Prowse of HMCS Haida
Assoc.
- (v) Hamilton Community Concerts Week - May 1 to 6, 1989 accepted by
Nik Jurkovic and Jean Betts of H.C.C.A.

The Mayor made the following presentations:

- (i) Firestone Employee Adjustment Committee accepted by Harvey Murray,
President and Richard Zawislak, Vice President, of U.R.W. Local
113.
- (ii) Great Ride to Beat Cancer

The minutes of the meeting of April 11, 1989 and April 18, 1989 were taken as
read and approved.

The following communications were received and forwarded to the appropriate
Committee, except as indicated:

1. Letter dated April 12, 1989 from the Ministry of the Environment re: Pat's Disposal Service Application for a Certificate of Approval for a Waste Disposal Site transfer.
2. Application from Chedoke Heights Inc. c/o May Pirie and Associates Limited, Burlington, Ontario Re: Beddoe Drive - Lapps Lands - Official Plan Amendment 89-01, dated April 13, 1989.
3. Order of the Ontario Municipal Board By-law 89-115 and Official Plan Amendment 74 Re: 986-998 Upper Wentworth Street.
4. Application from Runad Homes Limited, c/o Rudy Peressini, Hannon, Ontario for a change in zoning from "C" (Urban Protected Residential, etc.) District to "RT-30" (Street-Townhouse) District for property at 1423 Upper Gage Avenue, dated April 20, 1989.
5. Application from Helen Mouskos and Eftyhia Kountouris, c/o Simpson and Watson, Barristers and Solicitors, Hamilton, Ontario for a change in zoning from "AA" (Agriculture) District to "HH" (Restricted Community Shopping and Commercial, etc.) District & "R-4" (Small Lot Single Family Detached) District for property at 2846 King Street East, dated April 20, 1989.
6. Application from 603815 Ontario Inc., c/o David Armstrong, Ancaster, Ontario for a further modification to the "C" (Urban Protected Residential, etc.) District (A three year extension of the existing zoning) for property at 1492 Upper James Street, dated April 20, 1989.
7. Application from Bold-Duke Properties Inc., c/o Rudy Peressini, Hannon, Ontario for a change in zoning from "Lmr-1" (Planned Development - Multiple Residential) District to "E-2" (Multiple Dwellings) District for property at 1073, 1081, 1085 Rymal Road, dated April 20, 1989.
8. Letter from Sidney Leon, dated April 24, 1989 objecting to the amendment of Zoning Application 88-65 at 1033 Main Street West. (noted)

It was moved by Alderman McCulloch, seconded by Alderman Agro and carried, that Council move into Committee of the Whole to consider the following Reports, with Alderman Cooke in the chair.

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 16

NAYS: 0 (carried)

(A) CO-ORDINATING COMMITTEE - NINTH REPORT

Recorded Vote on Section 7

YEAS: Mayor Morrow, Aldermen Cooke, McCulloch, Drury, Copps,
Christopherson, Agostino - 7

NAYS: Aldermen Agro, Hinkley, Lombardo, Smith, Jackson, Merling,
Gallagher, Ross, Murray. - 9 (lost)

(B) TRANSPORT AND ENVIRONMENT COMMITTEE - NINTH REPORT

Recorded Vote on Section 2

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury,
Copps, Christopherson, Agostino, Lombardo, Smith, Jackson,
Merling, Gallagher, Murray. - 15

NAYS: Alderman Ross. - 1 (carried)

Recorded Vote on Section 4

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury,
Christopherson, Agostino, Lombardo, Smith, Jackson, Merling,
Gallagher, Ross, Murray. - 15

NAYS: Alderman Copps. - 1 (carried)

(C) PARKS AND RECREATION COMMITTEE - ELEVENTH REPORT

Recorded Vote Section 1

YEAS: Aldermen McCulloch, Hinkley, Copps, Christopherson, Agostino,
Lombardo, Smith, Ross, Murray. - 9.

NAYS: Alderman Jackson. - 1 (carried)

(D) PLANNING AND DEVELOPMENT COMMITTEE - ELEVENTH REPORT

Alderman Ross declared personal interest in, took no part in the debate, and refrained from voting on Section 4 as his wife owns a store in this B.I.A.

Recorded Vote on Section 16

YEAS: Mayor Morrow, Aldermen Cooke, McCulloch, Hinkley, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 13

NAYS: Alderman Copps. - 1 (carried)

(D) PLANNING AND DEVELOPMENT COMMITTEE - TWELFTH REPORT

(E) LEGISLATION COMMITTEE - EIGHTH REPORT

Recorded Vote on Section 2

YEAS: Mayor Morrow, Aldermen Cooke, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Smith, Jackson, Gallagher, Ross. - 12

NAYS: Alderman Murray. - 1 (carried)

(F) PERSONNEL COMMITTEE - SIXTH REPORT

(G) FINANCE COMMITTEE - NINTH REPORT

Alderman Ross declared personal interest in and took no part in the debate, and refrained from voting on Section 5 as his wife owns a store in this B.I.A.

Alderman Smith declared personal interest and took no part in the debate, and refrained from voting on Section 6 as he is the Past President of the Mount Hamilton Horticultural Society.

It was moved by Alderman McCulloch, seconded by Alderman Gallagher

RESOLVED: that the amount of \$1,500.00 in column (5) of line 6 in Exhibit B as referred to in Section 7 of the Ninth Report of the Finance Committee be deleted and the amount of \$3,500.00 be inserted in lieu thereof. (carried)

Alderman Ross declared personal interest in and took no part in the debate, and refrained from voting on Section 8 as his wife owns a store in this B.I.A.

(G) FINANCE COMMITTEE - TENTH REPORT

(I) INFORMATION SYSTEMS COMMITTEE - 4-89

It was moved by Alderman Hinkley and seconded by Alderman McCulloch that Rule No. 8 be invoked for this meeting of City Council to permit the introduction of a resolution respecting the relocation of the boat ramp in the vicinity of the Leander Boat Club to the Canal area on the beach. (carried)

It was moved by Alderman Hinkley and seconded by Alderman McCulloch that City Council request the Hamilton Harbour Commissioners to hold a public meeting to explain to the interested public the reasons for the relocation of the boat ramp from the vicinity of the Leander Boat Club to the Canal area on the beach. (carried)

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: That Alderman M. Kiss be appointed Acting Mayor for the month of May, 1989 (carried)

NOTICE OF MOTION

Alderman Agostino served notice he would move at the next regular meeting that the City Council meeting time be changed to 10:00 o'clock a.m. Tuesday from the present 7:30 o'clock p.m. Tuesday.

That conflicting committee meetings be adjusted to fit into this time slot.

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: That the reports of the Committee of the Whole on the reports be the same, now be adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Smith, Jackson, Gallagher, Ross, Murray. - 14.

NAYS: 0 (carried)

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: that the following Bills be now read a first time.

A-14

B-50, B-51, B-52, B-53, B-54, B-55, B-56

D-44, D-45, D-46, D-47, D-48, D-49, D-50

G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-13

YEAS: Mayor R. Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

04/25/89

It was moved by Alderman McCulloch and seconded by Alderman Agro that Council move into Committee of the Whole (second reading) to consider the following Bills, with Alderman Cooke in the chair.

A-14

B-50, B-51, B-52, B-53, B-54, B-55, B-56

D-44, D-45, D-46, D-47, D-48, D-49, D-50

G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-13

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

Consideration of the Bills (second reading)

It was moved by Alderman McCulloch and seconded by Alderman Agro.

RESOLVED: that the Report of the Committee of the Whole on the following Bills:

A-14

B-50, B-51, B-52, B-53, B-54, B-55, B-56

D-44, D-45, D-46, D-47, D-48, D-49, D-50

G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-13

be, and the same is hereby adopted.

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: that the Bills be now read a third time

A-14

B-50, B-51, B-52, B-53, B-54, B-55, B-56

D-44, D-45, D-46, D-47, D-48, D-49, D-50

G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-13

City Council adjourned at 9:55 o'clock, p.m.

REPORT OF THE CO-ORDINATING COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Co-ordinating Committee presents its NINTH Report for 1989 and respectfully recommends:

1. (a) That the Council of the Corporation of the City of Hamilton extend an invitation to host the 1992 Pan Am Judo Championships and the 1993 World Judo Championships in the City of Hamilton;
- (b) That an amount of \$9 000 be provided to cover the costs of the City's application and bid presentation to the Canadian Judo Association which will take place in Montreal, Quebec on May 7, 1989;
- (c) That subject to the City of Hamilton being designated as the Canadian City, an amount of \$68 000 be provided to cover the cost of the City's portion of the costs associated with the application and bid presentation to the World Judo Association which will take place in Belgrade, Yugoslavia in October 1989;
- (d) That subject to the City of Hamilton being awarded the World Championships, the following funding be provided:
 - (i) 1991 - an amount of \$29 000 to cover the costs associated with members of the Organizing Committee attending the 1991 World Judo Championships in Finland;
 - (ii) 1992 - an amount of \$35 000 to cover the City's portion of the costs associated with the staging of the Pan Am Judo Championships June 14-21, 1992;
 - (iii) 1993 - an amount of \$37 000 to cover the City's portion of the costs associated with the staging of the 1993 World Judo Championships September 30 to October 4, 1993.
- (e) That the required total expenditure/commitment of \$169 000 required for the two bid presentations in 1989 as well as the commitments for 1991, 1992 and 1993 be financed from the Reserve for Contingencies.

NOTE: In April 1988 the City hosted the National Judo Competitions and provided a Civic reception at a cost of \$5 000 for approximately 200 competitors and Judo Officials. This undertaking was, in part, to improve the City's chances of being designated as the Canadian City to bid for the World Championships.

The Canadian Judo Officials have advised that the two cities being considered as the Canadian designate are Montreal and Hamilton.

If successful in this bid, the Pan Am Championships are intended to be held at McMaster University, with School Board facilities being utilized for training. A total of forty two (42) countries are eligible to participate in the Pan Am Competition and it is expected that the total number of athletes, coaches, officials, media personnel and dignitaries attending will be approximately four hundred (400).

The World Championships will be held in Copps Coliseum, with School Board facilities again being utilized for training. The number of eligible countries is eighty (80) and the expected number of athletes, officials, media, etc. is seven hundred (700).

Officials of the Regional Economic Development Department have advised that these Championships will generate in excess of \$2 000 000 in the community.

2. That the \$300 000 capital grant funding over 3 years to the Amity Goodwill Industries as provided for in the 1989-1993 Capital Program, be proceeded with and the 1989 portion of \$100 000 be financed from the 6 mill Capital Levy, Account No. CH 54002 22002.

NOTE: The \$300 000 capital grant to Amity Goodwill Industries is to offset costs associated with the renovating of their existing facilities and to provide assessment and training equipment for job training.

3. (a) That the Bernie Arbour Stadium - Upgrade Outfield Lighting be proceeded with at an estimated cost of \$60 000 as provided for in the 1989 portion of the 1989-1993 Capital Budget.
- (b) That the \$60 000 estimated cost for this project be financed from the Reserve for Capital Projects, Account No. RF 51206 25303.

NOTE: This Capital Project was approved by the Parks and Recreation Committee at its meeting on April 18, 1989 and provides for the upgrading of the lighting in the outfield area of Bernie Arbour Stadium to bring it up to the standards required for use by the Hamilton Redbird Baseball Club.

4. (a) That an amount of \$50 000 be provided to assist in defraying costs associated with the hosting of the 1989 Canadian Parks and Recreation Association (C.P.R.A.) Annual Conference being held in the City of Hamilton August 13-17, 1989.
 - (b) That this expenditure be financed by an amount of \$25 000 from the "Hosting of Conferences with Municipal Subject Content", Account No. CH 55307 80040, and \$25 000 from the "Reserve for Hosting of Conferences with Municipal Subject Content", Account No. RF 59026 25226.
5. (a) That an amount of \$2 200 be provided for the purposes of attending the Building Officials and Code Administrators (BOCA) Annual Conference to be held in Schaumburg, Illinois, June 17-23, 1989 and promoting the joint conference to be held in June of 1990 in Hamilton.
 - (b) That the cost be financed from the "Hosting of Conferences with Municipal Subject Content", Account No. CH 55307 80040.
6. That a purchase order be issued to Artistic Tinting & Blinds, Burlington, in the amount of \$14,607.96 for the supply and installation of electrically controlled window blinds to City Hall skylight, in accordance with specifications issued by the Manager of Purchasing and Vendor's quotation.

NOTE: Lowest of three (3) quotations received. Funds provided in "Additions and Alterations, Aldermen's Offices, City Hall", Account No. CF 52073285 41001.

- *7. (a) That permission be granted, during the pleasure of City Council, to "It's All Greek To Me!" Restaurant, 283 King Street East, to utilize four (4) parking spaces in the King-Jarvis Parking Lot, which are immediately adjacent to its premises, for the purposes of an Outdoor Patio Cafe.
- (b) That the granting of this permission be subject to:
- (i) Confirmation by the Director of Property that the fee for use of this area is fair market value; and
 - (ii) Confirmation by the City Solicitor that the granting of this privilege is not considered a bonus pursuant to the provisions of The Municipal Act.
- (c) That the appropriate staff be authorized and directed to take the steps necessary to give effect to this resolution.

8. That leave be granted to introduce the following Bill:

Bill A-14

A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton.

RESPECTFULLY SUBMITTED

ALDERMAN T. COOKE
ACTING CHAIRMAN
CO-ORDINATING COMMITTEE

J. J. Schatz
Secretary
1989 April 20
/bc

* Section 7 lost
Recorded vote, see page 644

REPORT OF THE TRANSPORT AND ENVIRONMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Transport and Environment Committee presents its NINTH Report for 1989 and respectfully recommends:

1. (a) That the rear of the properties at 564 Stone Church Road East (William James Welsh Estate) and 570 Stone Church Road East (Jeanette Little), more particularly described as parts 2, 3, 4, (564 Stone Church Road East) and Parts 5, 6, 7 and 9 (570 Stone Church Road East) on Plan Y-21395 prepared by MacKay, MacKay & Peters Limited be acquired through expropriation, and
- (b) That the City Solicitor be directed to take the appropriate action required.
- *2. (a) That a Foreman III Position be approved in the Horticulture Section (Forestry) of the Parks Division.
- (b) That this Foreman III's position be posted and filled immediately.
3. That purchase orders be issued for the provision of labour and equipment for Concrete Cutting and Asphalt Planing during the 1989, 1990 and 1991, in accordance with Vendor's tenders as follows:

(a) <u>Standard Paving, Hamilton</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
Concrete Saw & Operator	\$ 78.00	\$ 85.00	\$ 95.00
Travel-Per trip each way	10.00	10.00	10.00
Asphalt Planer & Operator	136.00	150.00	165.00
Travel-Per trip each way	10.00	10.00	10.00
(b) <u>Hard Rock Paving, Port Colborne</u>			
Asphalt Planner & Operator	\$120.00	\$130.00	\$140.00
Travel-Per hour	35.00	40.00	45.00

NOTE: Lowest of two (2) tenders received. Funds provided in Base and Surface Repairs Account No. CH51401-61106 and Asphalt Surface Leveling Account No. CH51401-61114.

* Recorded vote, see page 644

- *4. (a) That the Amity Goodwill Ind. be permitted to display a promotional banner across Main Street West in front of City Hall, from Monday, February 12, 1990 to Monday, February 19, 1990 with the following message:

COMMUNITY LOVE AFFAIR
AND DATES
FEBRUARY 12-13 - 17 & 18, 1990

- (b) That 91st Highlanders Athletic Association be permitted to display a promotional banner across Main Street West in front of City Hall, from Monday, January 8, 1990 to Monday, January 15, 1990 with the following message:

HAMILTON SPECTATOR
INDOOR GAMES
COPPS COLISEUM
JANUARY

- (c) That the Junior League of Hamilton-Burlington and Multiple Organ Donor Retrieval Program be permitted to display a promotional banner across Main Street West in front of City Hall, from Monday, April 23, 1990 to Monday, April 30, 1990 with the following message:

DON'T TAKE YOUR ORGANS TO HEAVEN
HEAVEN KNOWS WE NEED THEM HERE !

5. (a) That the approval to display a banner across Main Street, be granted to the Citizen Action Group on February 14, 1989, in adopting Item 10 of the 4th Report of the Transport and Environment Committee be rescinded; and
- (b) That the \$150 paid by the Citizen Action Group be returned to the applicant.
6. That the application of Mr. and Mrs. B. Filippi, the present owners of 18 Sorrento Place, to retain the encroachment consisting of a concrete and brick porch and steps measuring 0.39m x 2.20m that encroaches onto the public road allowance of Sorrento Place, be approved during the pleasure of Council provided:
- (a) That the owner enter into an agreement to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss.
- (b) That a first year fee of \$125 and subsequent annual fee of \$20 be set for this privilege.

- (c) That the Mayor and City Clerk, be authorized to sign and execute all necessary documents to implement this agreement.
- 7.
- (a) That Parts 4, 6, 7, 10 and 12, Plan 62R-9377, and Part 4 on Plan 62R-10200 be incorporated into the Templemead Drive road allowance;
 - (b) That Part 1, Plan 62R-9377, and Part 1, Plan 62R-10200, be incorporated into the Royalvista Drive road allowance;
 - (c) That the City Solicitor be authorized and directed to prepare and register the necessary By-laws to establish the respective road allowances as noted in Items (a) and (b) above.
 - (d) That the City Solicitor be directed to apply to the Regional Municipality of Hamilton-Wentworth for approval to establish Royalvista Drive pursuant to Section 48(3) of The Regional Municipality of Hamilton-Wentworth Act.
8. That Item 13 of the Twelfth Report for 1988 of the Transport and Environment Committee, approved by City Council on August 30, 1988, respecting the Rupert Court extension, be repealed and the following substituted therefor:
- (a) That the City Solicitor be directed to prepare a By-law to designate Parts 4 and 5 on Plan RA-H-436 with respect to the Rupert Court Extension as a Public Walkway; and
 - (b) That the City Solicitor be directed to prepare a By-law for the stopping up, closing and sale of a portion of Rupert Court as shown as Parts 1 and 2 on Plan RA-H-436; and
 - (c) That the City Clerk be directed to publish a Notice of City Council's intention to pass the By-law to close, pursuant to Section 301 of The Municipal Act, R.S.O. 1980; and
 - (d) That the Director of Property be directed to proceed with the disposition of Parts 1, 2, 3 and 6 on Plan RA-H-436 to Los Andes of Hamilton Co-operative Inc., being the abutting owner to the west, for \$1; and
 - (e) That the Commissioner of Engineering be authorized to make application to the Regional Municipality of Hamilton-Wentworth for approval of the proposed closing, pursuant to Section 48 of The Regional Act; and
 - (f) That an easement for storm and sanitary sewer purposes be registered against Part 2 of Plan RA-H-436 in favour of the Region prior to the sale of the said Part.

9.
 - (a) That the submitted schedules for the estimated cost of services in "Ridgeview Estates - Phase 3", Hamilton, as approved by the Commissioner of Engineering, be adopted for inclusion in the proposed Subdivision Agreement. These lands are located between Upper Wentworth Street and Upper Sherman Avenue on the south side of Stone Church Road in the Butler Neighbourhood.
 - (b) That the Mayor and City Clerk be authorized and directed to execute the proposed Subdivision Agreement between the City of Hamilton and the Owner, T. Valeri Construction Limited.
 - (c) That the approval of the above clauses be subject to the condition that no work be commenced until the Final Survey Plan and Subdivision Agreement have been registered.
 - (d) That in the event the Subdivider wishes to proceed prior to the registration of the Final Plan, he be permitted to do so at his own risk, provided that he enters into a Standard Agreement for Pre-Servicing.
10.
 - (a) That a stop sign be erected to control westbound traffic on Swan Street at Highridge Avenue; and
 - (b) That three-way stop control be implemented at the intersection of Rox Street and Highridge Avenue; and
 - (c) That a stop sign be erected to control northbound traffic on East 21st Street at MacLennan Avenue; and
 - (d) That City Traffic By-law 89-72 be amended accordingly.
11.
 - (a) That a "Permit Parking" regulation be implemented on the north side of Roseland Avenue commencing 32 feet from the east end to a point 22 feet westerly therefrom; and
 - (b) That the Director of Traffic Services be authorized to issue one parking permit to Mr. Fred Clarkson, 21 Roseland Avenue; and
 - (c) That a Permit Parking regulation be implemented on the west side of Ray Street South, commencing at a point 25 feet south of Hunter Street west and extending to a point 19 feet southerly therefrom; and
 - (d) That the Director of Traffic Services be authorized to issue one parking permit to Mr. C. Reinshheld, 121 Ray Street South; and
 - (e) That City Traffic By-law 89-72 be amended accordingly.

12. That, in accordance with the recommendation of the Hamilton-Wentworth Regional Police Department, the School Traffic Officer presently assigned to the intersection of Wellington Street and Stinson Street be removed during the lunch hour crossing period only.
13.
 - (a) That, in combination with the existing "Alternate Side Parking" regulation, a "One Hour Parking Time Limit, 24 Hours a Day, Seven Days a Week" regulation be implemented on both sides of London Street North between Main Street East and Dunsmure Road; and
 - (b) That a "One Hour Parking Time Limit, 24 Hours a Day, Seven Days a Week" regulation be implemented on the west side of Greig Street between Barton Street West and Little Greig Street; and
 - (c) That a "One Hour Parking Time Limit, 24 Hours a Day, Seven Days a Week" regulation be implemented on the east side of Greig Street, commencing at a point 283 feet south of Barton Street West and extending to a point 92 feet southerly therefrom; and
 - (d) That City Traffic By-law 89-72 be amended accordingly.
14. That the application of Mr. Rade Zakula to lease a portion of the boulevard of Cambridge Avenue adjacent to Nos. 135-139 Kenilworth Avenue North be approved, provided that:
 - (a) The applicant pays the annual fee in accordance with the fee structure approved by the City Council on 1986 March 25 (current rate is \$50 per year) plus taxes, if any, in addition to the \$10 encroachment insurance charge approved by the City Council on 1984 February 14.
 - (b) The owner pays a one time \$25 registration fee, as approved by the City Council on 1986 January 14.
 - (c) The owner pays a one time \$150 processing fee, as approved by the City Council on 1988 January 12.
 - (d) The owner complies with the requirements as set out in the policy approved by the City Council on 1975 June 24, respecting using a portion of road allowance for parking purposes.
 - (e) The driveway approach, parking area and other structures, as approved by the Director of Traffic Services, be constructed and maintained at the owner's expense.
 - (f) The owner executes an agreement satisfactory to the City Solicitor, to indemnify and save the City harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss.

15. (a) That a parking prohibition be implemented on the north side of Summerlea Drive between Regency Street and a point 108 feet westerly therefrom; and
(b) That a parking prohibition be implemented on the west side of Lisgar Court between Summerlea Drive and a point 96 feet southerly therefrom; and
(c) That City Traffic By-law 89-72 be amended accordingly.
16. (a) That a "No Stopping, Wheelchair Loading Only, 8:00 a.m. to 6:00 p.m., Monday to Friday" regulation be implemented on the north side of Gertrude Street commencing at a point 587 feet west of Depew Street and extending to a point 28 feet westerly therefrom; and
(b) That City Traffic By-law 89-72 be amended accordingly.
17. (a) That the existing 40 km/h speed limit on Mount Albion Road from a point 1000 feet south Greenhill Avenue to a point 1000 feet north of Mud Street be replaced with the standard municipal speed limit of 50 km/h; and
(b) That City Traffic By-law 89-72 be amended accordingly.
18. (a) That four-way stop control be implemented at the intersections of Tragina and Roxborough AvenueS; Weir Street and Roxborough Avenue and Tragina Avenue and Dunsmure Road; and
(b) That City Traffic By-law 89-72 be amended accordingly.
19. (a) That the Chairman of the Transport and Environment Committee or his designate be authorized to attend the Canada Safety Council 20th National Conference on June 18-21, 1989 in Winnipeg, Manitoba.
(b) That the Chairman of the Transport and Environment Committee or his designate be authorized to attend the 82nd Annual Meeting and Exhibition of the Air and Waste Management Association (formerly A.P.C.A.), June 25-30, 1989 in Anaheim, California.
20. That leave be granted to introduce the following Bills:
 - (a) B-50 By-law to incorporate Part 2, Plan 62R-8403 into Greenguild Avenue

- (b) B-51 By-law to incorporate Part 4, Plan 62R-6969 into Templmead Drive
- (c) B-52 By-law to incorporate Part 2, Plan 62R-6969 into Independence Drive
- (d) B-53 By-law to incorporate Block 44, Plan 62M-495 into Marisa Court
- (e) B-54 By-law to incorporate Block 56, Plan 62M-377 into Greencedar Drive
- (f) B-55 By-law to Amend By-law 89-72 to Regulate Traffic
- (g) B-56 By-law to Amend By-law 89-72 to Regulate Traffic

RESPECTFULLY SUBMITTED,

Robert C. Prowse,
Secretary

ALDERMAN H. MERLING, CHAIRMAN
TRANSPORT AND ENVIRONMENT COMMITTEE

1989 April 17

/lp

REPORT OF THE PARKS AND RECREATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Parks and Recreation Committee presents its ELEVENTH Report for 1989 and respectfully recommends:

- *1. That permission be granted the Hamilton Ladies Slo-Pitch Softball Association to sell beer and food on the occasion of the Charity Slo-Pitch Game to be held at Bernie Arbour Stadium, Wednesday, May 31, 1989, under the terms and conditions which include the following:
- (a) That proof of \$2 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury, naming the City as additional insured be provided.
 - (b) That the applicant meet all requirements of the Liquor Licence Board of Ontario for issuance of a Special Occasion Permit.
 - (c) That beer be sold in an enclosed tent, at a location satisfactory to Parks Division staff.
 - (d) That Special Duty Officers, as may be deemed necessary by the Hamilton-Wentworth Regional Police, be provided at the applicants expense.
 - (e) That the applicant assume responsibility for all labour-related charges as a result of this event.
2. (a) That an Option to Purchase a parcel of land on the west side of Upper Wellington Street between Stone Church and Rymal Road East, executed by the owner of Di Cenzo Construction Company Limited on March 28, 1989 and scheduled for closing on July 24, 1989 be approved and completed.

NOTE: This parcel of land is irregular in shape and contains an area of 6.2314 acres of land shown as Parts 7, 8 and 9 on attached copy of Plan 62R-9868. The purchase price of \$1 is to be charged to Account RF 11001 25411 (Cemetery Perpetual Care Fund).

This Option to Purchase is subject to several conditions including:

- i. That this Option to Purchase is subject to the City of Hamilton accepting from the Vendor an Offer to Purchase approximately 4.328 acres of City owned land in Lot 13, Concession 8, formerly in the Geographic Township of Barton, now in the City of Hamilton, known as Di Cenzo Gardens Subdivision and more particularly described as Part 1 on the attached Plan 62R-9868. The said Offer to Purchase is dated for acceptance by the City not later than May 2, 1989. The said Offer to Purchase and the Option to Purchase are to be accepted by City Council concurrently and both properties are to be finalized contemporaneously with each other. These two transactions are hereinafter referred to as "the land exchange".
- ii. That Di Cenzo Construction Company Limited agrees as follows:
 - (aa) to dedicate to the City of Hamilton approximately twenty-five (25) square metres of property to be designated as burial grounds. The location of this parcel is to be approved by the Parks and Recreation Committee prior to dedication. It is acknowledged that the twenty-five (25) square metre burial ground is included and forms part of the 6.2314 acres being conveyed to the City of Hamilton, shown as Parts 7, 8 and 9, on Plan 62R-9868. This twenty-five (25) square metre burial ground will be deducted from the 6.2314 acres being transferred to the City of Hamilton when calculating the 5% credit mentioned in Item iii of this report.
 - (bb) to provide to the City of Hamilton, prior to closing of the land exchange, evidence satisfactory to the City of Hamilton that the Chief and Band Council of the Six Nations Reserve have approved the plans for burial grounds and the relocation of Native remains.
 - (cc) to pay to the City of Hamilton, prior to the closing of the land exchange, \$15,000 to be used as a perpetual maintenance fund for the burial grounds.
 - (dd) to fence the burial ground at its own expense. Such fencing to be subject to the approval of the Parks and Recreation Committee and the Ministry of Culture and Communications.

- (ee) to relocate the known Native remains and any other remains in the future to the burial grounds. Such relocation to be carried out with archaeological assistance and at its own expense.
- (ff) to finance a plaque designating the Indian Burial Grounds and with a brief history. Such plaque to be approved by the Parks and Recreation Committee.
- (gg) to waive any claim that it may have for costs relating to work done in preparing the alternative draft plans that were submitted in 1988.
- (hh) that all covenants, obligations and agreements in this Option to Purchase, to be performed by the owner, Di Cenzo Construction Company Limited, shall survive the closing of this transaction and shall in no way merge with any deed or with the dedication of the burial grounds.

iii. Whereas the City of Hamilton has required the owners to exchange the subject land having approximately 6.2314 acres (less .006 acres for the burial ground), for City of Hamilton lands having approximately 4.328 acres in Di Cenzo Gardens Subdivision, the Owner's surplus land amounting to 1.897 acres shall be accepted by the City of Hamilton as partial payment of the 5% of land dedication for park purposes in the Subdivision known as Di Cenzo Gardens, and any balance not used for Di Cenzo Gardens can be applied as a credit for future subdivisions in accordance with City practice.

- (b) That an Offer to Purchase a parcel of land on the west side of Upper Wellington between Stone Church Road East and Rymal Road East, executed by the Purchaser, Di Cenzo Construction Company Limited on December 16, 1988 and scheduled for closing on July 4, 1989 be approved and completed.

NOTE: This City owned parcel of land contains an area of 4.328 acres and is shown as Part 1 on Plan 62R-9868. The purchase price of \$1 is to be credited to Account RF 11001 25411 (Cemetery Perpetual Care Fund).

It is understood and agreed that this Offer to Purchase is subject to the City of Hamilton accepting an Option to Purchase executed by Di Cenzo Construction Company Limited for the sale of approximately 6.2314 acres of land in Lot 13, Concession 8, formerly Township of Barton, now in the City of Hamilton, and more particularly described as Parts 7, 8 and 9, on attached copy of Plan 62R-9868.

The said Option to Purchase is dated for acceptance by the City not later than May 2, 1989. The said Option to Purchase and this Offer to Purchase are to be accepted by City Council concurrently.

The closing of this transfer to Di Cenzo Construction Company Limited of Part 1 on Plan 62R-9868 is conditional upon the closing of the transfer to the City of Hamilton of Parts 7, 8 and 9 on Plan 62R-9868 provided for in the Option to Purchase referred to above.

3. (a) That an Option to Purchase the property to the rear of 1321 Upper Wellington Street duly executed by Barry Albert Sheets and Linda Margaret Sheets and scheduled for closing on April 17, 1989 be extended to close on or before January 26, 1990.
- (b) That this extension is to be granted on the understanding that time is to remain of the essence of the Agreement and that all other terms and condition are to remain the same.
4. That a purchase order be issued to McCracken Golf Supplies, Brampton, in the amount of \$40 854.75 for the supply and delivery of various fertilizers for the Parks Division, Public Works Department, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest acceptable of four (4) tenders received. Funds provided in Stock Materials Account No. CH56197-60999.

5. That a purchase order be issued to Ronald Wowk Electrical Ltd., Hamilton, in the amount of \$29 400 for the supply, delivery and installation of Flowerbed Lighting, Gage Park, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of nine (9) tenders received. Funds provided in Upgrading Gage Park Account No. CF5200 628854002.

6. That purchase orders be issued for the supply and/or delivery of #1 Nursery Sod, for various departments as and when required during 1989, in accordance with specifications issued by the Manager of Purchasing and Vendors' tenders, as follows:

Price per 0.8 sq. Meter Roll	<u>Delivered</u>	<u>Picked Up</u>
(a) <u>Waterdown Sod Supply, Troy</u>		
1,500 rolls, 1 drop off	\$1.10	.95
600 rolls, 1 drop off	1.15	

(b) John Vanderwoude Sod Farms Mount Hope	<u>Delivered</u>	<u>Picked Up</u>
200 rolls	1.13	\$.93
Less than 200 rolls	\$25.00 delivery charge	

Provincial sales tax extra at 8%

NOTE: Lowest of five (5) tenders received. Funds provided in various Accounts.

7. That a purchase order be issued to Lawn Rangers, Pickering, in the amount of \$9 418.80 for 1989, \$9 890.68 for 1990 and \$10 386.54 for 1991, per application, for the spraying of grass in various Cemeteries, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of three (3) tenders received. Funds provided in Sodding, Seeding, Repairing Continuous Services Account No. CH56398 63125.

8. That a purchase order be issued to Bobby Lawn Inc., Hamilton in the amount of \$18 212 for 1989, \$18 941 for 1990 and \$19 698 for 1991, per application, for the spraying of grass at Chedoke and King's Forest Golf Courses in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of two (2) tenders received. Funds provided in Fairway & Rough Maintenance Chedoke Golf Account No. CH56372-62136 and King's Forest Golf Account No. CH56372 62142.

9. That purchase orders be issued for the spraying of grass in various Parks, in accordance with specifications issued by the Manager of Purchasing and Vendors' tenders, as follows:

(a) <u>Lawn Rangers, Pickering</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
- Parks Section 1	\$ 9 647.96	\$10 131.28	\$10 639.21
- Parks Section 2	10 552.80	11 102.55	11 659.18
(b) <u>Bobby Lawn Inc., Hamilton</u>			
- Parks Section 3	\$22 291.27	\$23 182.93	\$24 110.24

Prices are per application

NOTE: 1. Lowest of three (3) tenders received.
2. Lowest acceptable three (3) tenders received.
Funds provided in Park Maintenance Weed Spray Programme Account No. CH56398 62126.

10. (a) That the City provide a grant, in the amount of \$1 per participant, to volunteer organizations who are registered with the operate programmes approved by the Department of Culture and Recreation. This grant is for the purpose of off-setting the cost of providing Liability Insurance.
- (b) That the present policy of providing grants to help off-set the cost of Liability Insurance for those organizations who are registered with and operate approved programmes by the Department of Culture and Recreation, and who have already obtained Liability Insurance, be continued.
11. That the Park located on Belview Avenue near Holy Name of Jesus School be named Belview Park.
12. That the new Park at the former Hamilton Foundry site on Clinton Street be named Lucy Day Park.
13. (a) That the fireworks for the Victoria Day Celebrations to take place on 1989 May 22, be fired from the Lax Property.
- (b) That staff be directed to investigate the possibility of firing the fireworks from barges in the middle of the harbour.
14. That approval be given for the New Crystal Palace Sub-Committee to investigate a more suitable site, other than the proposed Waterfront Development Project, for the display of the New Crystal Palace.
15. (a) That a purchase order be issued to Cumming Cockburn Ltd., London, in the amount of \$58 140 to conduct a feasibility study for Arenas and Skating Rink, in accordance with specifications issued by the Manager of Purchasing and Vendor's proposal.
- (b) That a contract be entered into satisfactory to the City Solicitor.

NOTE: Lowest acceptable of six (6) proposals received. Funds provided in Consultant, Arena Feasibility Study Account No. CF5450 7080841002.

RESPECTFULLY SUBMITTED,

Robert C. Prowse,
Secretary

ALDERMAN T. MURRAY, CHAIRMAN
PARKS AND RECREATION COMMITTEE

1989 April 18

/lp

REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Planning and Development Committee presents its **ELEVENTH** Report for 1989 and respectfully recommends:

1. That the Building Commissioner **BE AUTHORIZED** to issue demolition permits for the following properties:
 - (a) 987 Rymal Road East
 - (b) 688 Stone Church Road East
 - (c) 90 Dundurn Street South
2. That two members of the Committee of Adjustment **BE AUTHORIZED** to attend the 1989 Annual Conference of the Ontario Association of Committees of Adjustment and Consent Authorities to be held for three days in 1989 June in Peterborough, Ontario, at an expense not exceeding \$750. each, to be charged to Account No. CH 55201 10010, Legislative Travelling.
3. That Change Order No. 18, Downtown Hamilton Action Plan, Phase II, to Delmar Contracting Limited in the amount of twenty-four thousand, seven hundred and fifty dollars (\$24,750.), **BE APPROVED**.

NOTE: Funds are available in Phase II Account No. CF 5223428403002.

The original contract price for construction of Phase II of the Downtown Hamilton Action Plan was one million, sixty-one thousand, one hundred and two dollars (\$1,061,102.) as approved by City Council 1985 July 16 (P.O. #19070). Subsequent Change Orders reduced the total to one million, fifty-six thousand, seven hundred and seventy-three dollars and nineteen cents (\$1,056,773.19). Change Order No. 18 would bring the total up to one million, eighty-one thousand, five hundred and twenty-three dollars and nineteen cents (\$1,081,523.19).

This increase is required for the costs associated with the delays encountered in the delivery of the H.S.R. luminaire and traffic poles. The Consultant, F. Basciano for Moorhead Fleming Corban and Partners, has advised that twenty-four thousand, seven hundred and fifty dollars (\$24,750.) would be an appropriate amount to cover the Contractor's extra costs.

4. (a) That, the Business Improvement Area Commercial Improvement Programme submission attached hereto, and marked APPENDIX "A", BE APPROVED at an estimated gross cost of one hundred and eighty-eight thousand, five hundred and six dollars (\$188,506.); and,
- (b) That the Department of Community Development BE AUTHORIZED to implement the recommendations contained in (a) above.

NOTE: On 1987 January 29, City Council approved the Department of Community Development's Capital Budget submission of five hundred thousand dollars (\$500,000.) per year for the next five (5) years for a total of two and a half million dollars (\$2,500,000.) for the Commercial Improvement Programme.

In 1987 and 1988 City Council approved three hundred and ninety-eight thousand, one hundred and twenty-five dollars (\$398,125.) and, six hundred and forty-seven thousand, one hundred and seventy dollars (\$647,170.) respectively for a total of one million, forty-five thousand, two hundred and ninety-five dollars (\$1,045,295.) in spent and allocated funds to date.

5. That, Phase I of the Recommended Phasing Proposal of the Hamilton Street Railway Transit Shelter Attitude Study BE APPROVED for implementation in 1989.

NOTE: Phase I of the recommended Phasing Proposal will install prototype shelters on the north side of King Street West, west of James Street and on the west side of James Street, north of King Street for a 3 month trial period.

The Downtown Hamilton Action Plan Co-Ordinating Committee and the Urban Design Committee have recommended approval of Phase I. The Urban Design Committee has requested further study by the Hamilton Street Railway of the Public's attitudes prior to approval of additional shelters downtown.

6. That the City Solicitor BE AUTHORIZED to prepare a Quit Claim Deed from the City of Hamilton to the present owners of 151 York Boulevard, Hamilton, to release the property from the construction covenants to the City as contained in deed number 332207 C.D.

NOTE: In adopting Section 2 of the Sixth Report for 1985 of the Planning and Development Committee, City Council on 1985 February 26 authorized the sale of Part 1 on Plan 62R-5977 and part of Napier Street being Part 1 on Plan 62R-7789 to 601210 Ontario Inc. The transaction was completed on 1985 October 31. Their proposed building is now completed and all covenants have been fulfilled.

7. That an Option to Purchase the property at 354 Birch Avenue duly executed by James William McKnight and Rhonda McKnight on 1989 April 3 and scheduled to close on or before 1989 June 19 **BE COMPLETED**.

NOTE: This property is required in connection with the acquisition of lands in the Alpha Enclave (West) Plan 1 and has a frontage of 9.60 metres (31.5 feet) by a depth of 32.23 metres (105,750 feet) comprising an area of 251.76 square metres (2,710 square feet) with structures erected thereon. The purchase price of \$94,000. and all costs and associated expenses to be charged to Account #CF 5590 308750001.

8. That a Heritage Permit application **BE APPROVED** for alterations proposed for the designated properties at 252, 262 and 268 James Street South, as marked on the plans submitted by Moffat, Kinoshita Associates Incorporated, dated 1989 February 2.

NOTE: The Local Architectural Conservation Advisory Committee at its meeting held 1989 February 13, met with Mr. Jerry Chlebowski of Moffat, Kinoshita Associates Incorporated and gave preliminary approval on the plans for the proposed alterations for these designated properties.

For properties designated under the Ontario Heritage Act, proposed alterations to designated features require Council approval. Presently, only the east, north and south facades are designated, and the interior hallway of 252 James Street South.

- This new proposal consists of an adaptive re-use project, converting residential buildings to a commercial use. The former in-fill project has been discontinued and as a result, the new design causes minimal intervention with the exterior views.

9. That a Heritage Permit **BE APPROVED** for the construction of a garage at the rear of 111 St. Clair Avenue, located within the St. Clair Avenue Heritage District.

NOTE: The Local Architectural Conservation Advisory Committee at its meeting held 1989 March 31 gave preliminary approval for the Heritage Permit.

Any new construction requires a Heritage Permit to be approved by City Council for properties located within a Heritage District pursuant to the provisions of the Ontario Heritage Act, 1983.

10. That **APPROVAL** be given to Proposed Draft Plan of Condominium Application SA-89-01, "Forest James", 710218 Ontario Inc., owner, to establish a draft plan of condominium located at the east side of James Street and north of Ferrie Street, subject to the following conditions:
- (a) That this approval apply to the plan prepared by Brian Jacobs, O.L.S., Guido Consoli Surveying Ltd., dated 1988 November 18.
 - (b) That the owner agree in writing to satisfy all financial requirements of the Regional Municipality of Hamilton-Wentworth.
 - (c) That the neighbourhood plan be amended accordingly.

11. That the Director of Local Planning **BE AUTHORIZED** to apply to the Ministry of Housing to provide a \$20,000. grant to fund the development of a Municipal Building Profile.

NOTE: The Ministry of Housing, through the Municipal Building Profile program funds the preparation of residential data bases up to the sum of \$20,000. The total proposed budget is estimated to be \$40,000. The remaining \$20,000. is accommodated within the 1989 Planning and Development budget in terms of staff time predominantly at the Regional level. The City staff's role will be mainly consultative and will be charged to demand responsive projects. The project will have no financial impact on the proposed budget.

The Planning and Economic Development Committee has approved a parallel application for \$20,000. funding for a study which will cover the whole Region. However, due to the City of Hamilton's complex nature and issues it is proposed that the City's residential data base be prepared at a more detailed level. It is anticipated that the two studies (Region and City) will be done together, principally by staff of the Department's. However, a separate application is needed by the City of Hamilton to attract the additional \$20,000. funding.

The Municipal Building Profile will provide comprehensive information about existing housing stock for input into the Housing Statement Update, the Housing Intensification Study, the Central Area Implementation Plan and the review of issues concerning townhousing. It will also provide an ongoing data source about residential stock for monitoring housing policies, analyzing housing issues and reviewing development proposals. The data base will provide information summaries to planners, senior management, the development industry, service agencies, the public, the Province and City Council:

12. That APPROVAL be given to amended Zoning Application 89-06, Hamilton General Homes (1971) Ltd., and Multi-Area Development Inc., owner, for a modification to the established "M-14" (Prestige Industrial) District regulations to permit a "Home Design Centre", offices and a bank, for property located at 1120 and 1150 Stone Church Road East, as shown on the attached map marked as APPENDIX "B", on the following basis:

- (a) That the "M-14" (Prestige Industrial) District regulations as contained in Section 17F of Zoning By-law No. 6593, applicable to the subject lands, be modified to include the following variances as special provisions:

- (i) That notwithstanding Section 17F(1)(a) of By-law No. 6593 the following Commercial Uses shall be permitted:

<u>Commercial Use</u>	<u>S.I.C. Identification</u>
1. Household Furniture Stores (With Appliances and Furnishings)	6211
2. Household Furniture Stores (Without Appliances and Furnishings)	6212
3. Furniture Refinishing and Repair Shops	6213
4. Floor Covering Store	6231
5. Drapery Store	6232
6. Other Household Furnishings Store	6239
7. Lawn and Garden Centre	6522
8. Hardware Store	6531
9. Paint, Glass and Wallpaper Store	6532
10. Gift, Novelty and Souvenir Store	6582
11. Other Retail Store, n.e.c. restricted to:	6599
1. Picture framing, retail	
2. Saunas, etc., retail	
3. Swimming pools, retail	
12. Chartered Bank	7021
13. Trust Company	7031
14. Insurance and Real Estate Agency	7611
15. Other Business Service n.e.c., restricted to:	7799
1. Interior Designing Service	

- (b) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1120, and that the subject lands on Zoning District Map E-59C be notated S-1120;
- (c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-59C for presentation to City Council;
- (d) That the proposed modification in Zoning is in conformity with the Official Plan for the Hamilton Planning Area; and,
- (e) That the approved Mountain Industrial Area Plan be amended by redesignating the subject lands from "Restricted Industrial" to "Restricted Industrial-Commercial".

NOTE: The purpose of the By-law is to provide for a modification to the established "M-14" (Prestige Industrial) District regulations for property located at 1120 and 1150 Stone Church Road East.

The effect of the By-law is to permit, in addition to the uses allowed under the "M-14" District, a "Home Design Centre" containing retail stores (e.g. floor coverings, drapery, paint and wallpaper, hardware, lawn and garden centre, furniture, kitchen cabinets, etc.), offices (e.g. interior design), and a bank.

13. (A) That **APPROVAL** be given to Amended Zoning Application 89-02, Vaughan Graham, owner, for a change in zoning from "C" (Urban Protected Residential, etc.) District, to "D" (Urban Protected Residential - One and Two Family Dwellings, Townhouses, etc.) District modified to permit construction of two, two-family dwellings, for property located at 1415 Upper Gage Avenue, as shown on the attached map marked as **APPENDIX "C"**, on the following basis:
- (a) That the subject lands be rezoned from "C" (Urban Protected Residential, etc.) District to "D" (Urban Protected Residential - One and Two Family Dwellings, Townhouses, etc.) District;
 - (b) That the "D" (Urban Protected Residential - One and Two Family Dwellings, Townhouses, etc.) District regulations as contained in Section 10 of Zoning By-law No. 6593 applicable to the subject lands, be modified to include the following variance as a special requirement:
 - (i) That notwithstanding Section 10.(4)(ii) a minimum lot width of 15.0m and a minimum lot area of 540 m² shall be provided and maintained for a two-family dwelling;

- (c) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1121, and that the subject lands on Zoning District Map E-49C be notated S-1121;
 - (d) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-49C for presentation to City Council;
 - (e) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area; and
 - (f) That the approved Templemead Neighbourhood Plan be amended by redesignating the subject lands from "Low Density Apartments" to "Single and Double" residential;
- (B) That the implementing By-law **NOT BE PASSED** by Council until the applicant submits proof that he has provided the required road widening to the Region.

NOTE: The purpose of the By-law is to provide for a change in zoning from "C" (Urban Protected Residential, etc.) District to "D" (Urban Protected Residential - One and Two Family Dwellings, Townhouses, etc.) District, modified for property located at 1415 Upper Gage Avenue.

The effect of the By-law is to permit development of the subject lands for two, two-family dwellings. In addition, the By-law provides for a variance to permit a minimum lot width of 15m for a two family dwelling, whereas 18m is required.

14. That **APPROVAL** be given to Zoning Application 88-127, S. G. Kemp, owner, for a change in zoning from "B" (Suburban Agricultural and Residential, etc.) District to "C" (Urban Protected Residential, etc.) District for property at 18 Christie Street, as shown on the attached map marked as **APPENDIX "D"**, on the following basis:
- (a) That the subject lands be rezoned from "B" (Suburban Agricultural and Residential, etc.) District to "C" (Urban Protected Residential, etc.) District;
 - (b) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map W-9E for presentation to City Council; and,
 - (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for a change in zoning from "B" (Suburban Agriculture and Residential, etc.) District to "C" (Urban Protected Residential, etc.) District for property at 18 Christie Street.

The effect of the By-law is to create four new building lots for single-family detached dwellings and retain the existing dwelling.

15. (A) That APPROVAL be given to Official Plan Amendment No. 75 to redesignate the subject lands from "Residential" to "Commercial" and to extend the boundary of Special Policy Area 31, and that the City Solicitor be directed to prepare a By-law to amend the Official Plan for submission to the Regional Municipality of Hamilton-Wentworth.
- (B) That APPROVAL be given to Zoning Application 88-109, John Bear Pontiac Buick, owner, requesting a change in zoning from "AA" (Agricultural) District to "G-3" (Public Parking Lots) District modified, for property located at the rear of 1200 Upper James Street, shown on the attached map marked as APPENDIX "E", on the following basis:
- (a) That the subject lands be rezoned from "AA" (Agricultural) District to "G-3" (Public Parking Lots) District;
 - (b) That the "G-3" (Public Parking Lots) District regulations as contained in Section 13C of Zoning By-law No. 6593, applicable to the subject lands, be modified to include the following variance as a special requirement:
 - (i) That a minimum 9.0m wide planting strip shall be provided and maintained along the westerly lot line.
 - (c) That By-law 79-255 passed by City Council on 1979 August 28 be modified on the following basis:
 - (i) That Section 2 be deleted and subsequent Sections be modified and renumbered accordingly.
 - (d) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1122, and that the subject lands on Zoning District Map W-9B be notated S-1122;
 - (e) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and District Map W-9B for presentation to City Council; and,

- (f) That the proposed change in zoning will be in conformity with the Official Plan for the Hamilton Planning Area upon the approval of Official Plan Amendment No. 75 by the Regional Municipality of Hamilton-Wentworth.
- (C) That the By-law **NOT BE PASSED** until after the applicant has applied for and received Site Plan Control approval, and provided proof that half of the proposed road allowance located within the subject lands has been deeded to the City of Hamilton.

NOTE: The purpose of the By-law is to provide for a change in zoning from "AA" (Agricultural) District to "G-3" (Public Parking Lots) District for property located at the rear of 1200 Upper James Street.

The effect of the By-law is to permit an extension of the existing parking lot at the rear of the subject lands in conjunction with the established automobile dealership, and require a minimum 9.0m wide planting strip along the westerly lot line.

In addition, the proposed By-law will also modify By-law 79-255 to delete the 3m landscaped area within the existing parking lot, since it is no longer required.

- *16. That **APPROVAL** be given to Amended Zoning Application 88-65, Clement Chan, John Chan, and Pauline Kan, owners, for a further modification to the established "HH" (Restricted Community Shopping and Commercial, etc.) District regulations to permit a commercial school for Grades 11, 12 and 13 (Block "3"), an accessory combined lodging house/multiple dwelling (Block "1"), and accessory parking (Blocks "1" and "2") for property located at 1033 Main Street West, as shown on the attached map marked as **APPENDIX "F"**, on the following basis:

- (a) That the "HH" (Restricted Community Shopping and Commercial, etc.) District regulations as contained in Section 14A of Zoning By-law No. 6593, as amended by By-laws 84-234 and 88-44, be further modified to include the following variances as special requirements:
 - (i) That notwithstanding Section 14A(1), the following uses shall be permitted:
 - 1) a commercial school providing secondary education containing a maximum of 18 classrooms within the existing building located on Block "3";

- 2) a combined lodging house and multiple dwelling having a maximum gross floor area ratio of 1.99, a maximum of 99 lodging rooms for 198 persons, and a maximum of nine multiple dwelling units for nine residents, only to be used by students attending the commercial school in clause (1) above, shall be permitted on Block "1";
- (ii) That notwithstanding Section 14A(3)(a), a minimum front yard depth of 4.55m shall be provided and maintained for the combined lodging house/multiple dwelling use located on Block "1";
- (iii) That notwithstanding Section 14A(3)(c), a minimum rear yard depth of 1.0m shall be provided and maintained for the combined lodging house/multiple dwelling use located on Block "1";
- (iv) That notwithstanding Section 14A(2), the maximum height of the combined lodging house/multiple dwelling use located on Block "1" shall be five storeys;
- (v) That notwithstanding clauses 1.(g) and (j), and clause 3.(b)(iv) of Table 1 of Section 18A, a minimum of 57 parking spaces shall be required for the uses specified in (a)(i) above;
- (vi) That notwithstanding Section 18A (9), seven of the 57 required parking spaces may be provided on Block "2";
- (vii) That notwithstanding Section 18A (1)(f), a manoeuvring space having an aisle width of not less than 4.52m shall be provided and maintained for the seven parking spaces on Block "2";
- (viii) That notwithstanding Section 4.(3)(b), the lands shown as Block "2" may be used for parking;
- (ix) That Section 2(b) of By-law 84-234 passed by City Council on 1984 October 30, be repealed;
- (x) That the landscaped areas located within the front yard and easterly side yard of Block "3" as existing on the date of passing of this By-law shall be retained and maintained except for required driveways;
- (xi) That a landscaped area having a minimum width of 1.0m shall be provided and maintained along the southerly lot line of Block "1";

- (b) That the amending by-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-886b, and that the subject lands on Zoning District Maps W-33 and W-34 be notated S-886b;
- (c) That the City Solicitor be directed to prepare a by-law to amend Zoning By-law No. 6593 and Zoning District Maps W-33 and W-34 for presentation to City Council;
- (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the by-law is to provide for a further modification to the established "HH" (Restricted Community Shopping and Commercial, etc.) District regulations for property located at 1033 Main Street West.

The effect of the by-law is to permit the following uses:

- (a) Block 1 - a combined lodging house and multiple dwelling have a maximum gross floor area ratio of 1.99, a maximum of 99 lodging rooms for 198 persons, and a maximum of nine multiple dwelling units for nine residents, only to be used by students attending the commercial school located on Block "3";
- (b) Block 2 - parking;
- (c) Block 3 - a commercial school providing secondary education containing a maximum of 18 classrooms.

In addition, the by-law provides for the following variances as special requirements:

- (d) a minimum front yard of 4.55m for the combined lodging house/multiple dwelling use located on Block "1", instead of 12.0m required (Section 14A(3)(a));
- (e) a minimum rear yard of 1.0m for the combined lodging house/multiple dwelling use located on Block "1", instead of 6.0m required (Section 14A(3)(c));
- (f) a maximum building height of five storeys for the combined lodging house/multiple dwelling use located on Block "1", whereas four storeys is permitted (Section 14A(2));

- (g) to provide a total of 57 parking spaces on Blocks "2" and "3" in conjunction with the combined lodging house/multiple dwelling and commercial school uses, whereas 219 parking spaces are required; (Section 18A, Table 1-1.(g) and (j), and 3.(b)(iv);
- (h) to permit seven of the required 57 parking spaces to be provided on Block "2" (Sections 18A.(9) and 4.(3)(b);
- (i) to reduce the aisle width of the manoeuvring space for the seven parking spaces located on Block "2" from 6.0 minimum to 4.52m minimum (Section 18A.(1)(f));
- (j) to require that the landscaped areas located within the existing front yard and easterly side yard of Block "3" at the date of passing of this by-law be retained and maintained, except for required driveways;
- (k) to require a minimum landscaped area of 1.0m to be provided and maintained across the southerly lot line of Block "1".

17. (A) That Zoning Application 88-134, Ankam Properties, Ltd., owner, requesting a change in zoning from "C" (Urban Protected Residential, etc.) District to "H" (Community Shopping and Commercial, etc.) District modified (Block - 1), from "G-3" (Public Parking Lots) District to "H" (Community Shopping and Commercial, etc.) District modified (Block - 2), and for further modifications to the established "H" (Community Shopping and Commercial, etc.) District (Block - 3), and the "G-3" (Public Parking Lots) District (Block - 4), to permit construction of a 2 storey building for the Sherwood Branch Library (Blocks 1 & 2), to permit additions to the shopping plaza (Block - 3), and to delete required landscaping and fencing (Block - 4) for property located at 1117 to 1119 Fennell Avenue East, as shown on the attached map marked as APPENDIX "G", BE DENIED, for the following reason:

- (a) The proposed library use is permitted as-of-right under the "C" (Urban Protected Residential, etc.) District regulations. Accordingly, it is unnecessary and would be inappropriate to rezone the lands "H" Commercial, in that such zoning could be considered as a commitment to future commercial development of the lands (Blocks "1" and "2").

(B) That APPROVAL be given to Amended Zoning Application 88-134, Ankam Properties Ltd., owner, for a change in zoning from "G-3" (Public Parking Lots) District to "C" (Urban Protected Residential, etc.) District modified (Block - 2), for a modification to the established "C" (Urban Protected Residential, etc.) District (Block - 1), and for further modifications to the established "H" (Community Shopping and Commercial, etc.) District (Block - 3) and "G-3" (Public Parking Lots) District (Block - 4), to permit construction of a 2 storey building for the Sherwood Branch Library (Blocks "1" and "2"), to permit additions to the shopping plaza (Block - 3), and to delete required landscaping and fencing on (Block - 4), for property located at 1117 to 1119 Fennell Avenue East, as shown on the attached map marked as APPENDIX "H", on the following basis:

- (a) That the lands shown as Block "2" be rezoned from "G-3" (Public Parking Lots) District to "C" (Urban Protected Residential, etc.) District;
- (b) That the "C" (Urban Protected Residential, etc.) District regulations as contained in Section 9 of Zoning By-law No. 6593, applicable to the lands shown as Blocks "1" and "2", be modified to include the following variances as special requirements:
 - (i) That notwithstanding Section 9.(3) the following yards shall be provided and maintained:
 - 1. a front yard of a depth of at least 6.0m from Upper Ottawa Street;
 - 2. a side yard of a width of at least 6.0m along the northerly lot line;
 - 3. a rear yard of a depth of at least 4.5m along the easterly lot line;
 - (ii) That a minimum 6.0m wide landscaped area shall be provided and maintained along the westerly front lot line and the northerly side lot line;
 - (iii) That a minimum 4.5m wide landscaped area shall be provided and maintained along the easterly rear lot line;
 - (iv) That a visual barrier not less than 1.2m and not greater than 2.0m in height shall be provided and maintained along the northerly side lot line;

- (c) That the "H" (Community Shopping and Commercial, etc.) District regulations as contained in Section 14 of Zoning By-law No. 6593, as amended by By-laws 78-271, 79-263, 82-97 and 87-107, applicable to the lands shown as Block "3", be further amended to include the following variances as special requirements:
 - (i) That notwithstanding Section 14.(5) of By-law No. 6593 a maximum gross floor area of 8,858m² (95,340 sq.ft.) shall be permitted;
 - (ii) That notwithstanding Table 1 of Section 18A of By-law No. 6593 a minimum of 223 parking spaces shall be provided and maintained;
 - (d) That By-law No. 80-272 applicable to the lands shown as Block "2" and "4", be amended as follows:
 - (i) That Section 2.1 and 2.2 be amended by deleting the phrase "and westerly lot lines" and substituting "lot line" therefor;
 - (ii) That the subsequent sections be appropriately amended;
 - (e) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-606c, and that the subject lands on Zoning District Map E-57 be notated S-606c;
 - (f) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-57 for presentation to City Council;
 - (g) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.
- (C) That Schedule "B" to By-law No. 79-275, as amended by By-law 87-223, respecting Site Plan Control, be further amended by adding the lands shown as Blocks "1", "2" and "3" on the attached APPENDIX "H" thereto.

NOTE: The purpose of the By-law is to provide for changes and modifications in zoning for lands located at 1117-1119 Fennell Avenue East, on the following basis:

- (a) Block 2 - Change in zoning from "G-3" (Public Parking Lots) District modified, to "C" (Urban Protected Residential, etc.) District, modified.

- (b) Block 3 - Further modification to the "H" (Community Shopping and Commercial, etc.) District.
- (c) Block 4 - Further modification to the "G-3" (Public Parking Lots) District.

The effect of the proposed changes is to allow the following redevelopment of the subject plaza:

- (d) Blocks 1 & 2 - Construction of a 2-storey building for the Sherwood Branch Library.
- (e) Block 3 - To enclose an open area of 4,890 sq.ft. under the 2nd level in the north-east part of the plaza, and to permit the construction of an addition having 2,300 sq.ft. to the west of the plaza building.
- (f) Block 4 - To remove the existing fence along the westerly boundary of the parking lot.

In addition, the By-law provides for the following variances and special requirements:

- (g) Block 1 - To require a minimum 6.0m front yard and landscaped area adjacent to Upper Ottawa Street;
 - To require a minimum 6.0m wide side yard and landscaped area along the northerly lot line;
 - To require a minimum 4.5m rear yard and landscaped area along the easterly lot line; and
 - To require the provision of a 1.2m to 2.0m high visual barrier along the northerly lot line.
- (h) Block 2 - To eliminate the requirement for a landscaped area and visual barrier along the westerly lot line.
- (i) Block 3 - To allow a total gross floor area of 95,340 square feet; whereas a total of 93,295 square feet is permitted;
 - To require a minimum of 223 parking spaces, whereas 257 are required under the established Site Plan By-law.

In addition, the lands shown as Blocks "1", "2" and "3" have been placed under Site Plan Control.

18. (A) That Zoning Application 88-46; P. and J. Zourntos, P. Hatzoglou, A. Tuite, and P. Mancini, owners, requesting a change in zoning from "B" (Suburban Agriculture and Residential, etc.) District to "G-4" (Designed Neighbourhood Shopping Area) District, to permit a neighbourhood plaza on property at the south-west corner of Rymal Road East and Ryckman Street, as shown on the attached map marked as APPENDIX "I", BE DENIED for the following reason:
- (a) The proposal conflicts with the intent of the draft Allison Neighbourhood Plan, in that the requested "G-4" District permits uses which are considered high traffic generators (i.e. restaurant).
- (B) That APPROVAL be given to Official Plan Amendment No. 76, to redesignate lands at the south-west corner of Rymal Road East and Ryckman Street from "Residential" to "Commercial", and to establish a "Special Policy Area" to prohibit high traffic generators, and that the City Solicitor be directed to prepare a By-law to amend the Official Plan for the Hamilton Planning area for submission to the Regional Municipality of Hamilton-Wentworth.
- (C) That APPROVAL be given to an Amended Zoning Application 88-46, P. and J. Zourntos, P. Hatzoglou, A. Tuite, and P. Mancini, owners, for a change in zoning from "B" (Suburban Agriculture and Residential, etc.) District to "G-4" (Designed Neighbourhood Shopping Area) District, modified to permit a neighbourhood plaza on property at the south-west corner of Rymal Road East and Ryckman Street, as shown on the attached map marked as APPENDIX "I", on the following basis:
- (a) That the subject lands be rezoned from "B" (Suburban Agriculture and Residential, etc.) District to "G-4" (Designed Neighbourhood Shopping Area) District;
- (b) That the "G-4" (Designed Neighbourhood Shopping Area) District regulations as contained in Section 13D of Zoning By-law No. 6593 applicable to the subject lands, be modified to include the following variances as special requirements:
- (i) That Section 13D(1)B(iv) of Zoning By-law No. 6593 shall not apply;
- (ii) That a minimum 3.0m wide planting strip shall be provided and maintained along the southerly and easterly property lines;
- (iii) That a visual barrier not less than 1.2m in height and not greater than 2.0m in height shall be provided and maintained along the boundary of the southerly property line;

- (iv) That a visual barrier not less than 1.2m in height and not greater than 2.0m in height shall be provided and maintained within the required 3.0m wide planting strip along the easterly property line;
- (v) That no vehicular access to or egress from Ryckman Street shall be permitted.
- (c) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1123, and that the subject lands on Zoning District Maps E-9D and E-9E be notated S-1123;
- (d) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Maps E-9D and E-9E for presentation to City Council;
- (e) That the proposed change in zoning will be in conformity with the Official Plan for the Hamilton Planning Area upon the approval of Official Plan Amendment No. 76 by the Region of Hamilton-Wentworth.

NOTE: The purpose of the By-law is to provide for a change in zoning from "B" (Suburban Agriculture and Residential, etc.) District to "G-4" (Designed Neighbourhood Shopping Area) District, modified to lands located at the south-west corner of Rymal Road East and Ryckman Street.

The effect of the By-law is to permit development of the subject lands for a neighbourhood plaza.

In addition, the By-law provides for the following variances as special requirements:

- (a) To prohibit a Restaurant or refreshment room without any dancing or other entertainment except music;
- (b) To provide a minimum 3.0m wide planting strip along the southerly and easterly property lines;
- (c) To provide a visual barrier not less than 1.2m in height and not greater than 2.0m in height along the boundary of the southerly property line;
- (d) To provide a visual barrier not less than 1.2m in height and not greater than 2.0m in height within the required 3.0m wide planting strip along the easterly property line; and,
- (e) To prohibit driveway access to and from Ryckman Street.

19. (A) That Zoning Application 88-28, G. Marazzato, owner, requesting changes in zoning from "AA" (Agricultural) District to "G-4" (Designed Neighbourhood Shopping Area) District (Block "1") and "C" (Urban Protected Residential, etc.) District (Block "2"), to permit the construction of a 2 storey building having commercial uses on the ground floor (stores, offices) and 3 apartment units on the second floor, and to create 2 building lots for single-family detached dwellings, for lands located at 1002 West 5th Street, as shown on the attached map marked as APPENDIX "J", BE DENIED for the following reasons:

- (a) The proposed commercial and apartment development for Block "1", conflicts with the intent of the Official Plan and approved Gourley Neighbourhood Plan which designate the subject lands for "Single and Double Residential" use;
- (b) The proposed commercial and apartment development on Block "1" would be incompatible with existing and proposed single-family residential development on adjoining lands; and
- (c) Approval of the proposed commercial and residential development on Block "1" would set an undesirable precedent for future similar applications in the surrounding area.

(B) That APPROVAL be given to Amended Zoning Application 88-28, G. Marazzato, owner, for a change in zoning from "AA" (Agricultural) District for lands located at 1002 West 5th Street, as shown on the attached map marked as APPENDIX "K", on the following basis:

- (a) That the subject lands be rezoned from the "AA" (Agricultural) District to the "C" (Urban Protected Residential, etc.) District;
- (b) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map W-9C for presentation to City Council;
- (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District for property located at 1002 West 5th Street.

The effect of the By-law is to permit development of the subject lands for single-family dwellings.

20. For the information of the members of City Council, the Planning and Development Committee has appointed Mr. Alexander Mouriopoulos and Mr. Andy Roberts to serve on the Business Land Use Advisory Board.
21. That leave be granted to introduce the following Bills:
- (a) Bill D-44 A By-law to amend Zoning By-law No. 6593 respecting lands located in the area south of Rymal Road East and east of the proposed extension of Upper Gage Avenue.
 - (b) Bill D-45 A By-law to adopt Official Plan Amendment No. 73 respecting lands located in the area south of Rymal Road West and west of Christie Street, within the Kennedy East Neighbourhood.
 - (c) Bill D-46 A By-law to amend Zoning By-law No. 6593 respecting lands located at Municipal Nos. 1780, 1790, 1796 and 1808 Main Street West.
 - (d) Bill D-47 A By-law to amend Zoning By-law No. 6593 respecting Commercial Uses in Prestige Industrial Districts.
 - (e) Bill D-48 A By-law to amend Zoning By-law No. 6593 respecting lands located on the west side of Upper James Street, in the area south of Stone Church Road West municipally known as No. 1400 Upper James Street.
 - (f) Bill D-49 A By-law to amend Zoning By-law No. 6593 respecting Industrial Uses in Prestige Industrial Districts.
 - (g) Bill D-50 A By-law to adopt Official Plan Amendment No. 54 respecting lands located on the west side of Upper James Street, south of Stone Church Road West.

Respectfully submitted,

ALDERMAN J. SMITH, CHAIRMAN
PLANNING AND DEVELOPMENT COMMITTEE

Susan K. Reeder
Secretary
1989 April 12

Appendix "A" as referred to
in Section 4 of the ELEVENTH
Report for 1989 of the
Planning & Development
Committee.

COMMERCIAL IMPROVEMENT PROGRAMME BUSINESS

1989

IMPLEMENTATION

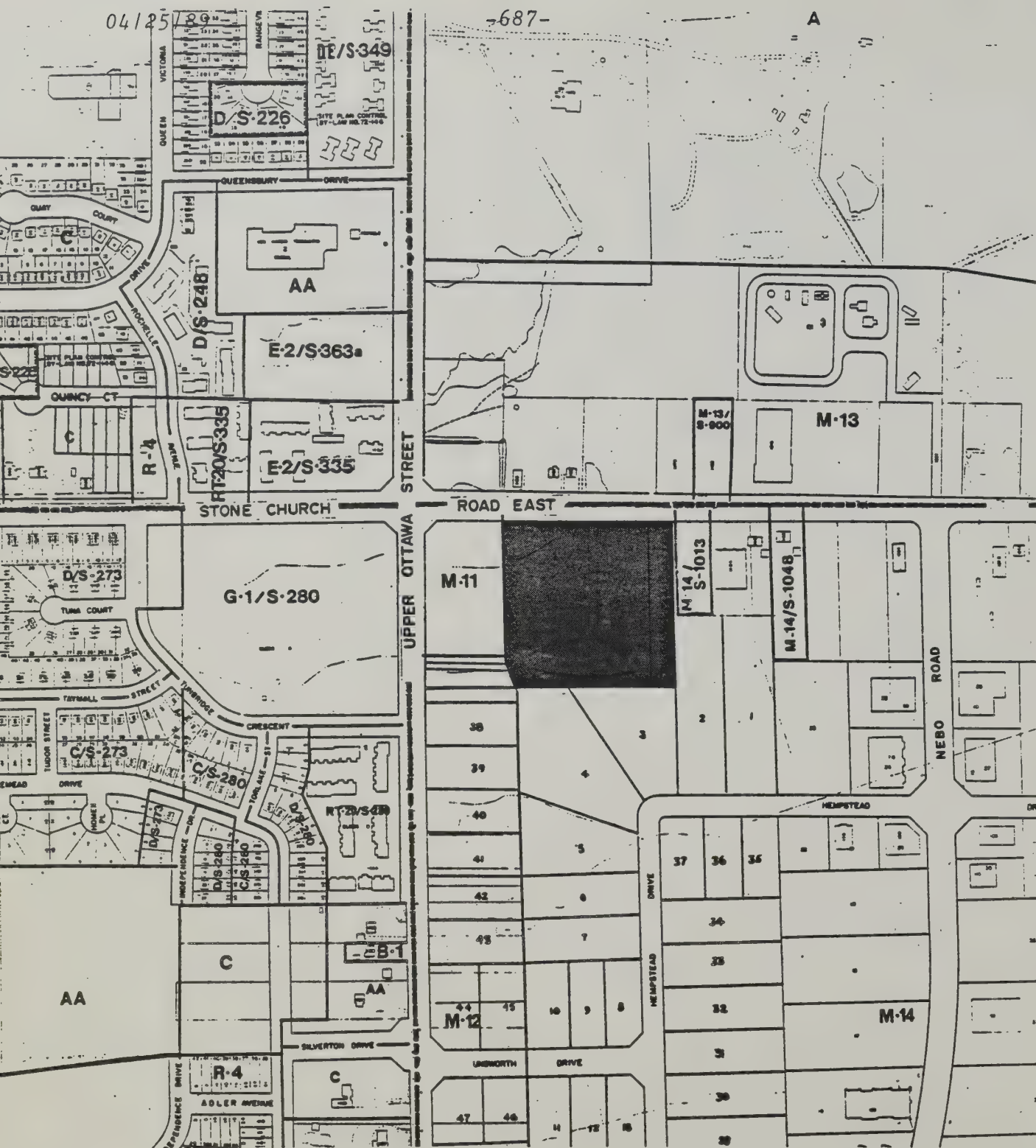
<u>B.I.A.</u>	<u>ITEM</u>	<u>COST</u>	<u>(TOTAL)</u>	<u>DATE</u>
Concession Street	93 Flower Pole Banners (double hung on existing poles) - 1988 extra	\$ 25,000.	(25,000)	1989
Downtown Promenade	Benches (Wrought Iron/Maple) (10)	6,200.		1989
	Gazebo	8,500.		1989
	Gazebo Maintenance*	1,030.		1989
	Gazebo Lighting (exterior)	3,200.		1989
	Gazebo Lighting (interior)	1,000.		1989
	Gazebo Lighting Maintenance* (1 year)	250.		1989
			(20,180)	1990
International Village	4 Clock Tower Banners	1,200.		1990
	Street Signs (18)	4,500.		1990
	Street Sign Contingency (9 signs purchased for future use)	1,800.	(7,500)	
Jamesville	Plaque and Stand for Time Capsule	2,025.		1989
	Benches (Wrought Iron) - 2	1,200.		1989
	Pedestrian Walkway to Mulberry Street	14,000.		1989
	Street Signs - 30, Public Parking Lot	7,500.		1990
	Street Sign Contingency (15 signs purchased for future use)	3,000.	(27,725)	
Ottawa Street	Benches (Concrete) - 8	4,000.		1989
				1990
	Trees (with grates) 18	12,600.		1989

	Planters (6)	2,400.		1990
	Planters Maintenance*	1,200.		1990
	(1 year)			1991
	Street Signs (1988 estimates were insufficient)	5,800.	(26,000)	1990
Westdale Village	19 Banners	5,000.		1990
	Clock Tower	15,000.		1989
	Planters (6)	2,400.		1990
	Planters Maintenance*	<u>1,200.</u>	(23,600)	1990
				1991
D.A.P. Banner Maintenance	Approximately 400 Banners (1 year of maintenance)	15,000.	(15,000)	1989- 1990
	SUB-TOTAL	\$145,005.	(145,005)	
	CONTINGENCY (20%)	29,001.		
	ADMINISTRATION (10%)	14,500.		
	TOTAL	\$188,506.		

* All maintenance costs after the first year, should be included in the appropriate departments current budgets. A copy of this report will be forwarded to all of the appropriate standing committees of Council.

04/25/89

-687-

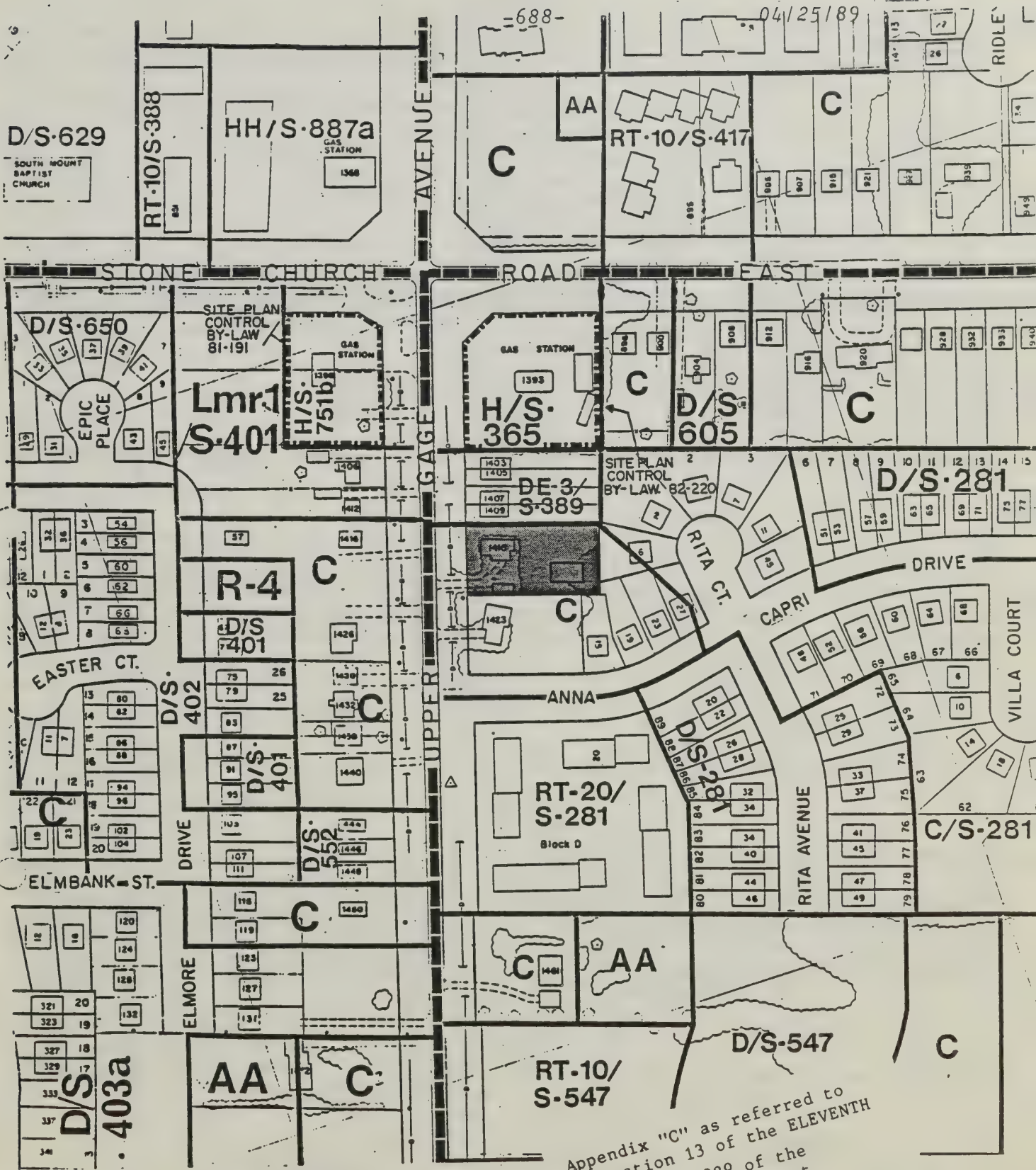


LEGEND

 SITE OF THE APPLICATION

Appendix "B" as referred to
in Section 12 of the ELEVENTH
Report for 1989 of the
Planning & Development
Committee.

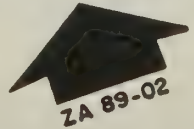

ZA 89-06

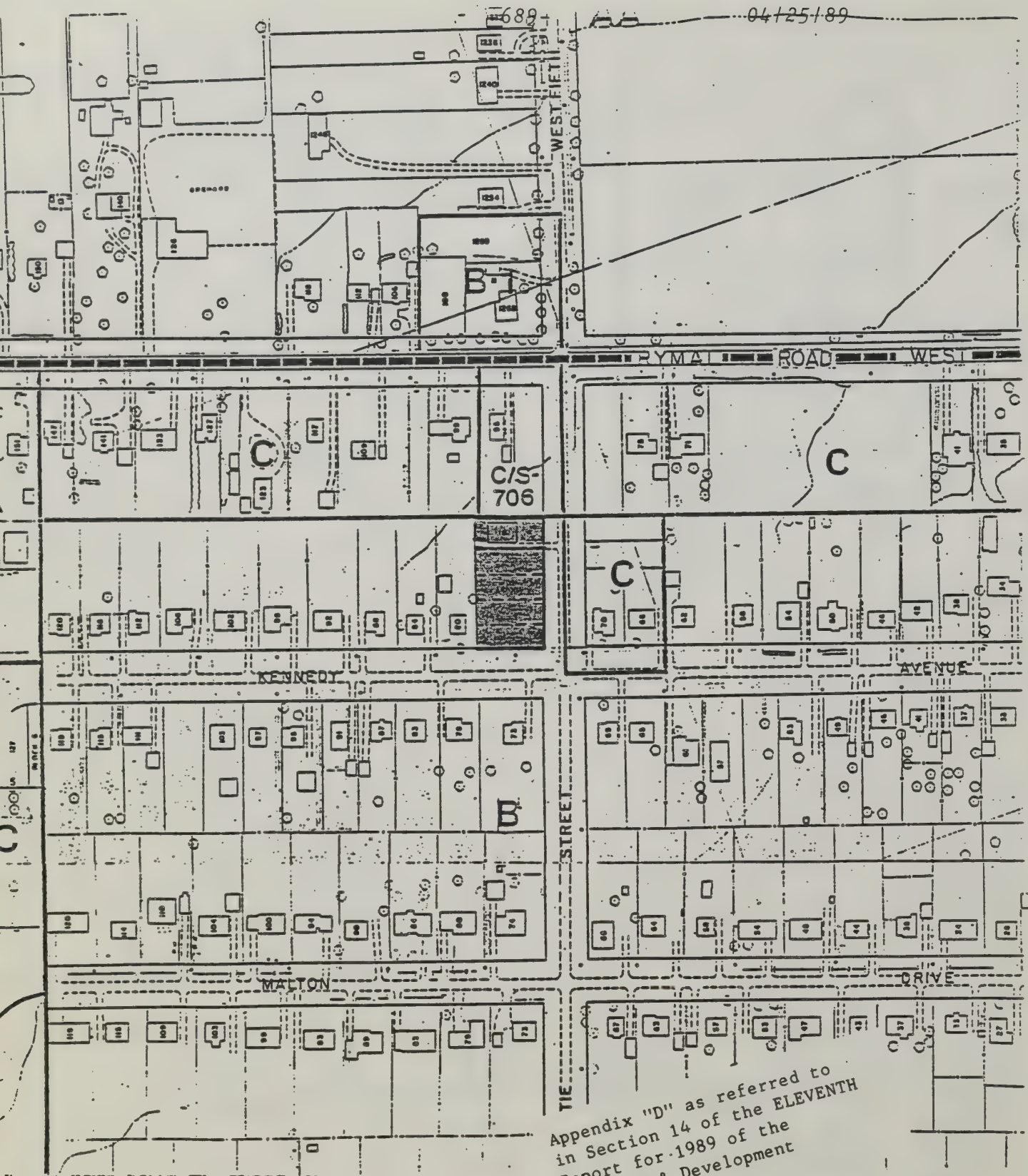


LEGEND

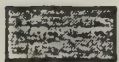
 SITE OF THE APPLICATION

Appendix "C" as referred to
in Section 13 of the ELEVENTH
Report for 1980 of the
Planning & Development
Committee.



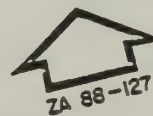


Legend

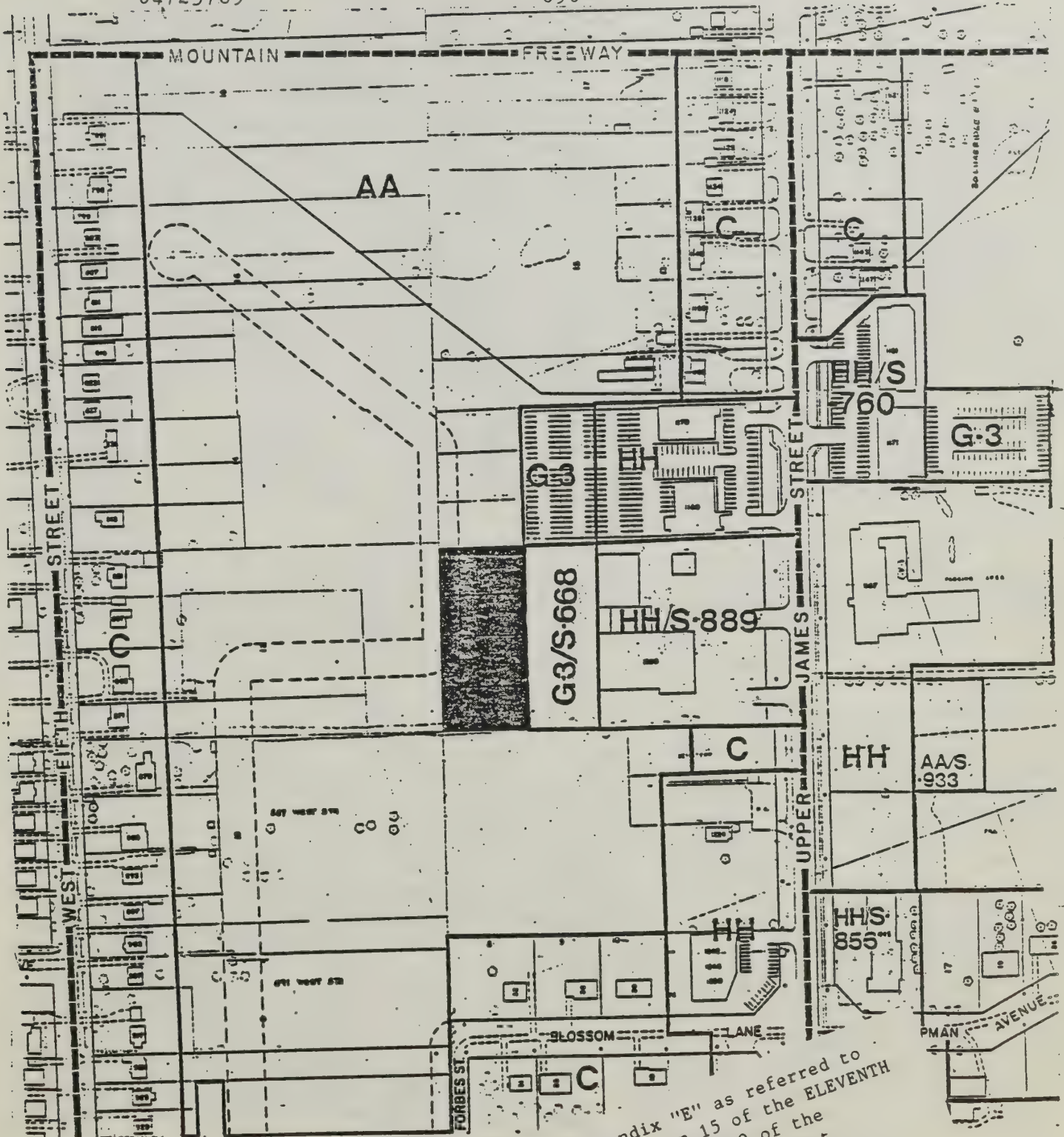


Site of the Application

Appendix "D" as referred to
in Section 14 of the ELEVENTH
Report for 1989 of the
Planning & Development
Committee.



ZA 88-127



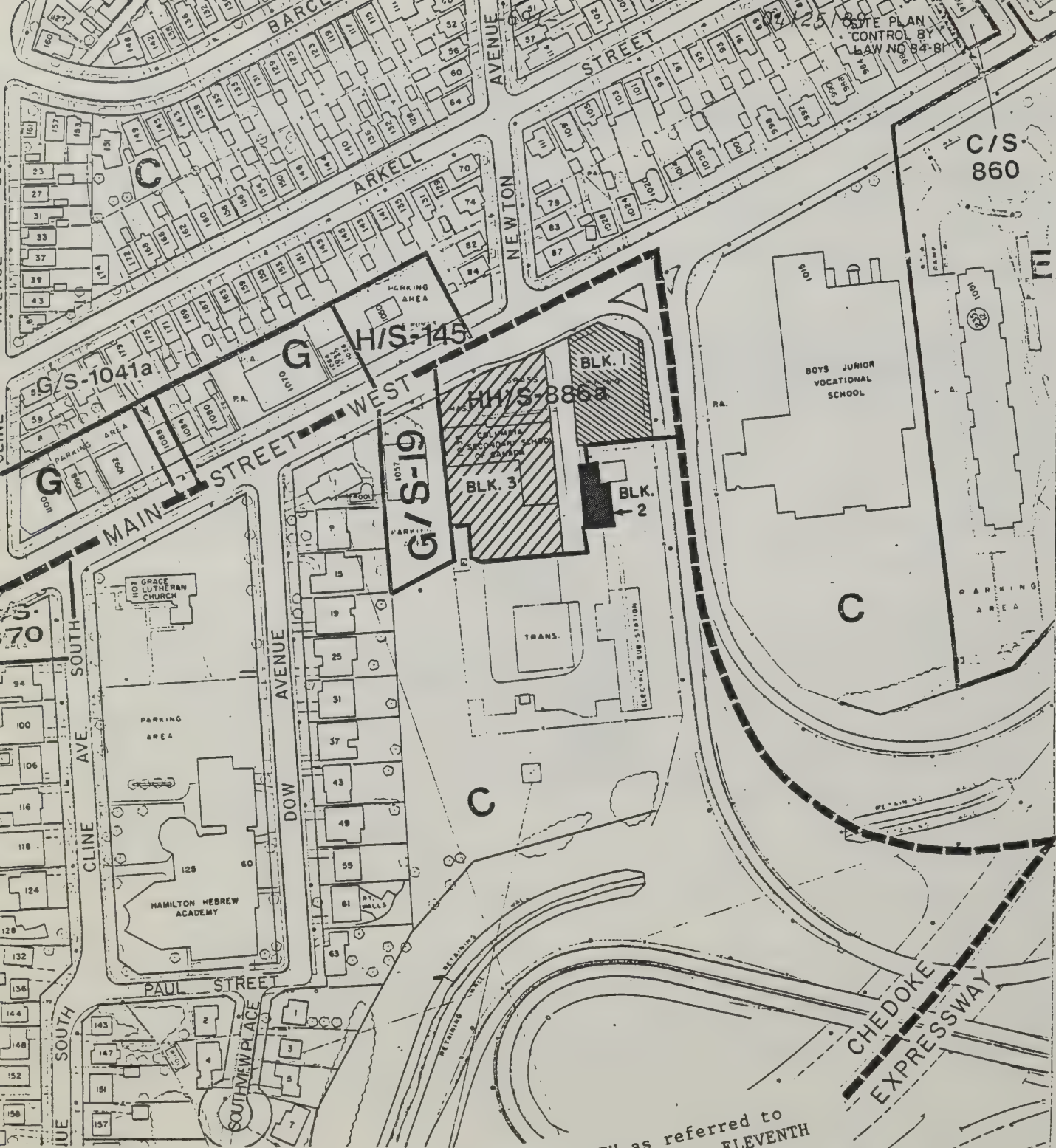
LEGEND



SITE OF THE APPLICATION

Appendix "E" as referred to
in Section 15 of the ELEVENTH
Report for 1989 of the
Planning & Development
Committee.



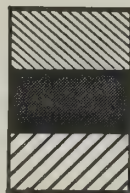


LEGEND

BLOCK 1

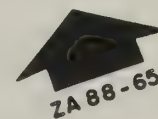
BLOCK 2

BLOCK 3



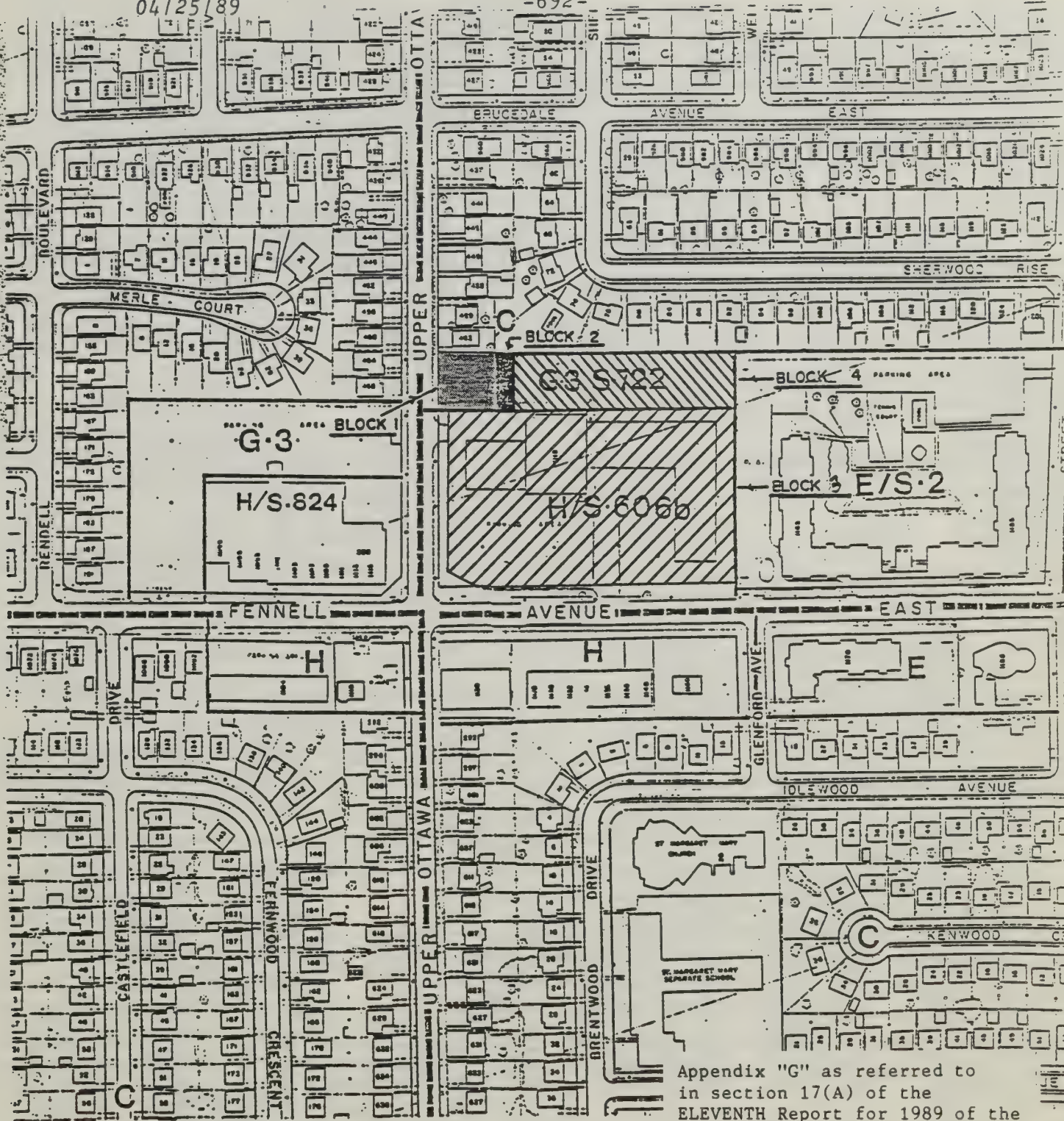
SITE OF THE APPLICATION

Appendix "F" as referred to
in section 16 of the ELEVENTH
Report for 1989 of the
Planning & Development
Committee.



04/25/89

-692-



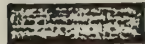
LEGEND

BLOCK 1



CHANGE IN ZONING FROM "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT TO "H" (COMMUNITY SHOPPING AND COMMERCIAL, ETC.) DISTRICT, MODIFIED.

BLOCK 2



CHANGE IN ZONING FROM "G-3" (PUBLIC PARKING LOTS) DISTRICT, MODIFIED, TO "H" (COMMUNITY SHOPPING AND COMMERCIAL, ETC.) DISTRICT, MODIFIED.

BLOCK 3



FURTHER MODIFICATION TO THE "H" (COMMUNITY SHOPPING AND COMMERCIAL, ETC.) DISTRICT.

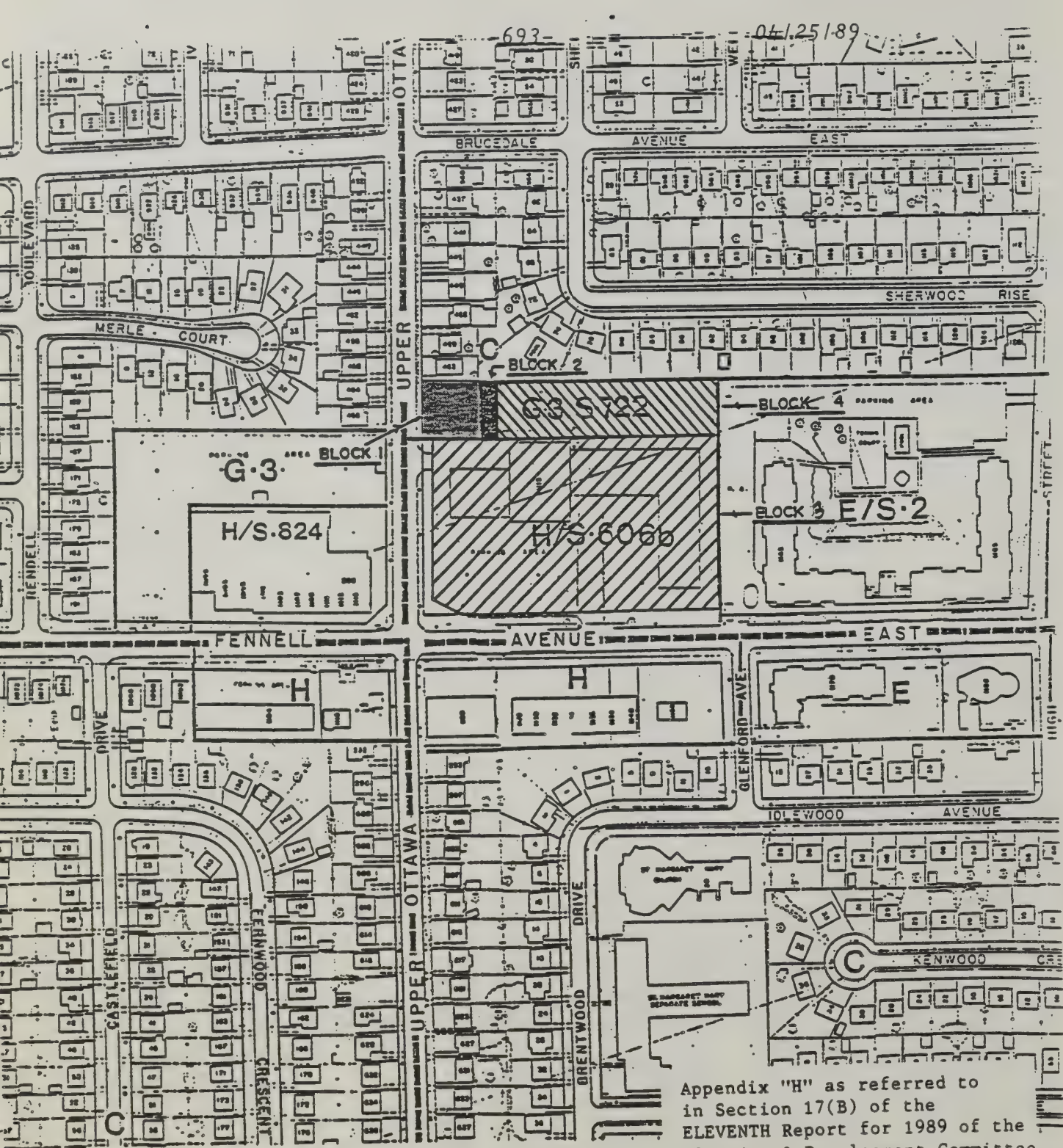
BLOCK 4



FURTHER MODIFICATION TO THE "G-3" (PUBLIC PARKING LOTS) DISTRICT.

Appendix "G" as referred to in section 17(A) of the ELEVENTH Report for 1989 of the Planning & Development Committee.

↑
ZA 88-134



LEGEND

- BLOCK 1**

 MODIFICATION TO THE "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT
- BLOCK 2**

 CHANGE IN ZONING FROM "G-3" (PUBLIC PARKING LOTS) DISTRICT, MODIFIED, TO "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT, MODIFIED
- BLOCK 3**

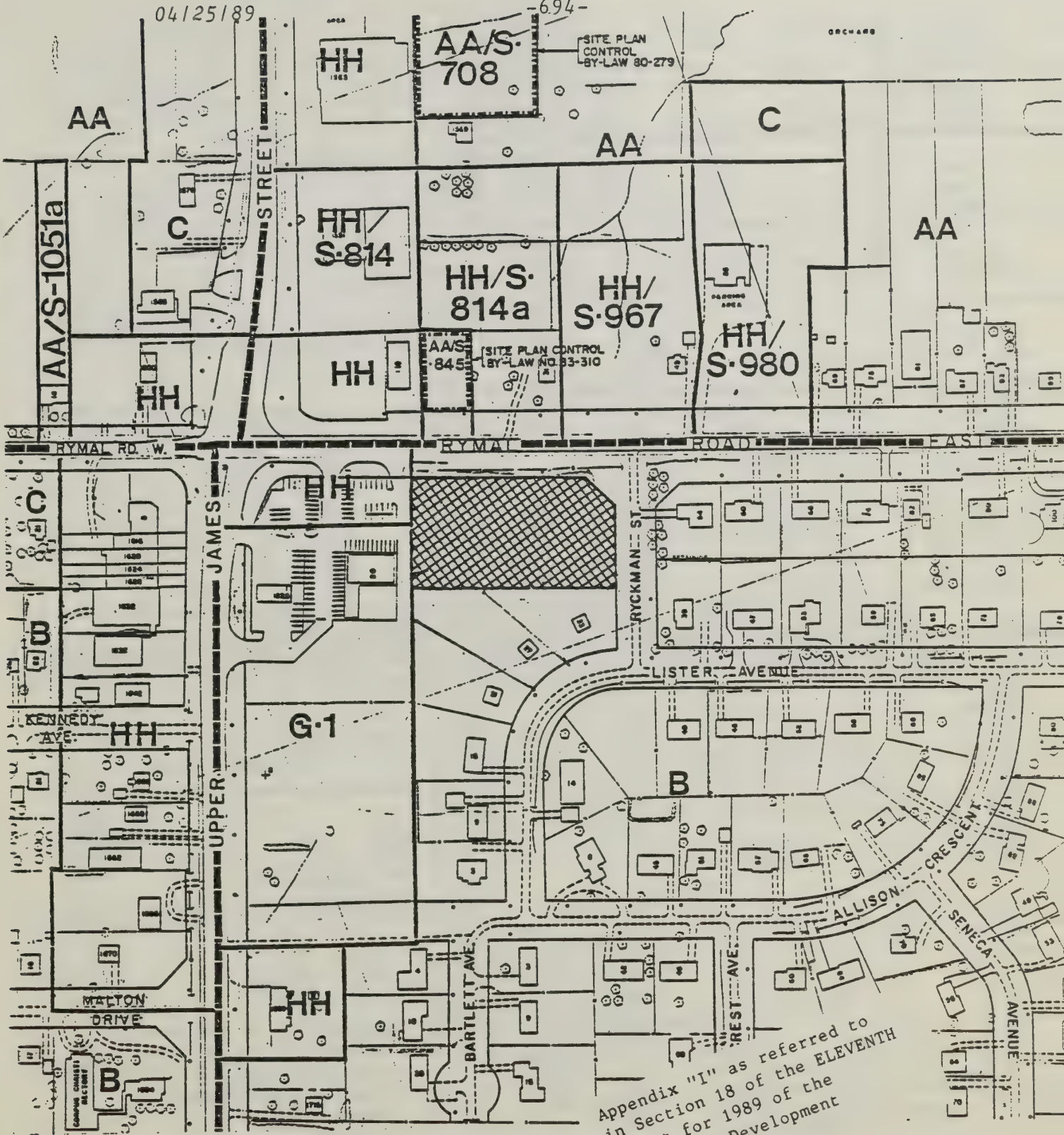
 FURTHER MODIFICATION TO THE "H" (COMMUNITY SHOPPING AND COMMERCIAL, ETC.) DISTRICT
- BLOCK 4**

 FURTHER MODIFICATION TO THE "G-3" (PUBLIC PARKING LOTS) DISTRICT

04/25/89

694-

ORCHARD

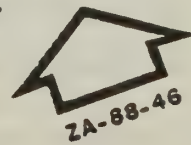


LEGEND

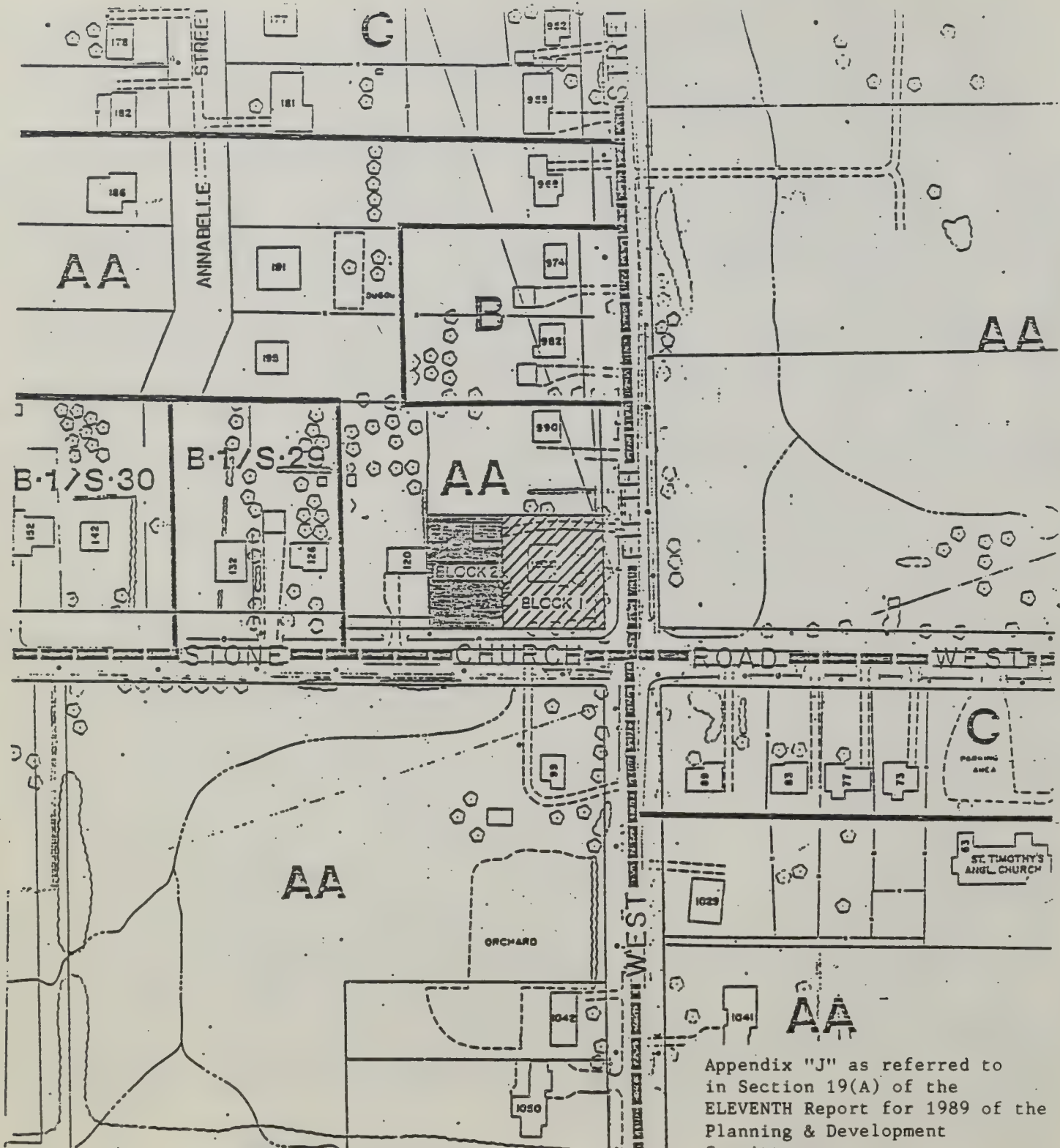


SITE OF THE APPLICATION

Appendix "I" as referred to
in Section 18 of the ELEVENTH
Report for 1989 of the
Planning & Development
Committee.



ZA-88-46



Legend

Proposed change in zoning from "AA" (Agricultural) District to:

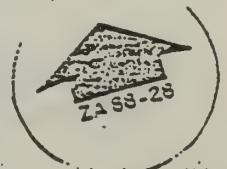


"G-4" (Designed Neighbourhood Shopping Area) District, MODIFIED.



"C" (Urban Protected Residential, etc.) District

Appendix "J" as referred to in Section 19(A) of the ELEVENTH Report for 1989 of the Planning & Development Committee.



REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Planning and Development Committee presents its TWELFTH Report for 1989 and respectfully recommends:

1. (a) That The Corporation of the City of Hamilton GRANT PERMISSION to Robinson Securities Limited to assign the tunnel easement as stated in paragraph four (4) of the 1972 June 13 Agreement between the City of Hamilton, Robinson Securities Limited, The G. W. Robinson Company Limited, First Phase Civic Square Limited and Yale Properties Limited to The Royal Bank of Canada, the purchaser of the Robinson's Department Store property, subject to the Purchasers agreeing to assume and obligate itself to the City in respect of all obligations of Robinson's Securities Ltd. and the G. W. Robinson Company Limited in the aforesaid 1972 Agreement.
- (b) That the City of Hamilton GRANT PERMISSION to Robinson Securities Ltd. to assign the areaway easement described in paragraph 3(b) of the 1972 Agreement to The Royal Bank of Canada.
- (c) That the City ENTER INTO Assignment Agreements in the form annexed hereto and marked as APPENDIX "A" and "B".
- (d) That additional copies of the Agreement dated 1974 October 1, entered into by the City with First Phase Civic Square Limited and Yale Properties Ltd. for the purpose of confirming the limits of the MacNab Street Truck Tunnel beneath Jackson Square BE EXECUTED by the Mayor and City Clerk and registered on title to the Truck Tunnel.

NOTE: In connection with the development of lands adjacent to the MacNab Street Truck Tunnel by C.I.B.C. and The Royal Bank of Canada it is necessary to register the 1974 October 1 Agreement.

2. (a) That in accordance with the cash-in-lieu of parking policy, Mr. George Cotroneo, owner of property at 1322 King Street East, BE **REQUIRED TO PAY** to the City of Hamilton the sum of \$47,500. (which is based on 50% of the cost of providing 19 parking spaces at a total cost of \$95,000.); and
- (b) That the City Solicitor BE **DIRECTED** to implement the cash-in-lieu of parking policy; and,
- (c) That approval of this matter BE **SUBJECT TO** the owner providing the Building Department with building plans showing the development in accordance with the Zoning By-Law and the Ontario Building Code and that a plot plan based on a survey BE **PROVIDED** showing the 6 parking spaces located on the lot.

Respectfully submitted,

ALDERMAN J. SMITH, CHAIRMAN
PLANNING AND DEVELOPMENT COMMITTEE

Susan K. Reeder
Secretary
1989 April 25

THIS AGREEMENT made in quintuplicate this 1st day of May, 1989.

A M O N G S T:

ROBINSON SECURITIES LIMITED

(the "Assignor")

- and -

THE ROYAL BANK OF CANADA

(THE "Assignee")

- and -

THE CORPORATION OF THE CITY OF HAMILTON

("Hamilton")

- and -

FIRST PHASE CIVIC SQUARE LIMITED

("First Phase")

- and -

YALE PROPERTIES LIMITED

("Yale")

WHEREAS the Assignor is the owner in fee simple of those lands in the City of Hamilton described in Schedule "C" hereto (the "Lands"); and

WHEREAS the Lands are about to be conveyed to the Assignee together with all rights and benefits appurtenant thereto; and

WHEREAS by reason of paragraph 4 of the agreement dated the 13th day of June, 1972, made between Hamilton, First Phase, Yale, the Assignor and The G.W. Robinson Company, Limited (the "Agreement"), a copy of which is annexed hereto as Schedule "A", there is appurtenant to the Lands the truck tunnel easement described in the said paragraph 4 (the "Truck Tunnel Easement"); and

WHEREAS the Assignee has agreed to assume the obligations of the Assignor under the Agreement with respect to the Truck Tunnel Easement and to the other matters herein set out.

IN CONSIDERATION of the sum of Two Dollars (\$2.00) and other good and valuable consideration paid by the Assignee to the Assignor, the sum and sufficiency of which is hereby acknowledged, the Assignor assigns and transfers its interest and rights in and to the Truck Tunnel Easement, including all rights of action and all other rights and benefits of the Assignor thereunder or which might after this assignment accrue to the Assignor under the Agreement.

Appendix "A" as referred to in Section 1 of the TWELFTH Report for 1989 of the Planning & Development Committee.

- 2 -

Hamilton consents to the assignment of the Truck Tunnel Easement as required by paragraph 4 of the Agreement and confirms that all payments due thereunder and all of the obligations of the Assignor to Hamilton under the Agreement in connection with the Truck Tunnel Easement as of the date hereof, have been fulfilled in their entirety.

First Phase consents to the assignment of the Truck Tunnel Easement as required by paragraph 4 of the Agreement and confirms that all payments due thereunder and all of the obligations of the Assignor to First Phase under the Agreement as of the date hereof, have been fulfilled in their entirety.

These consents do not constitute a waiver of the necessity for consents to any further assignment of the Truck Tunnel Easement by the Assignee. If the Assignee proposes to effect a further assignment, the terms of paragraph 4 of the Agreement shall apply and must be observed.

In consideration of the foregoing consents of Hamilton and First Phase, the Assignee hereby assumes and obligates itself to Hamilton, First Phase and Yale in respect to all of the obligations of the Assignor in connection with the Truck Tunnel Easement (including all indemnifications therein to Hamilton) as contemplated in paragraph 4 of the Agreement and the Assignor confirms that all of the obligations of Hamilton to the Assignor under the Agreement as of the date hereof, have been fulfilled in their entirety.

In consideration of the foregoing consents of Hamilton and First Phase and of this assignment, the Assignee hereby represents and warrants to Hamilton and First Phase that its proposed use of the Truck Tunnel Easement shall not be greater than the use thereof by the Assignor or its tenant prior to the date of this assignment and that at or before the time of the execution and delivery of this Agreement, the Assignee has become the owner of the fee simple of the Lands.

The Assignee covenants to Hamilton to register this Agreement on title to the Truck Tunnel Easement described in Schedule "B" hereto and to the land of the Assignee described in Schedule "C" hereto within a reasonable time after the execution of this Agreement.

This Agreement and everything herein contained shall extend to, bind and enure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the Assignor and Assignee.

IN WITNESS WHEREOF the Assignor, the Assignee, Hamilton and First Phase have hereunto caused to be affixed their respective corporate seals under the hands of their signing officers duly authorized in that behalf.

DATED this day of April 1989.

ROBINSON SECURITIES LIMITED

Per: _____

Per: _____

THE ROYAL BANK OF CANADA

Per: _____

Per: _____

THE CORPORATION OF THE CITY OF HAMILTON

Per: _____

Per: _____

FIRST PHASE CIVIC SQUARE LIMITED

Per: _____

Per: _____

1392P

This Agreement made in triplicate this 1st day of May, 1989

A M O N G S T:

ROBINSON SECURITIES LIMITED

(the "Assignor")

- and -

THE ROYAL BANK OF CANADA

(the "Assignee")

- and -

THE CORPORATION OF THE CITY OF HAMILTON

("Hamilton")

WHEREAS the Assignor is the owner in fee simple of those lands in the City of Hamilton described in Schedule "C" hereto (the "Lands"); and

WHEREAS the Lands are about to be conveyed to the Assignee together with all rights and benefits appurtenant thereto; and

WHEREAS by reason of paragraph 3 of the agreement dated the 13th day of June, 1972 made between Hamilton, First Phase Civic Square Limited, Yale Properties Limited, the Assignor and The G.W. Robinson Company, Limited a copy of which is annexed hereto as Schedule "A" (the "Agreement") there is appurtenant to the Lands the areaway easement described in the said Paragraph 3 (the "Areaway Easement"); and

WHEREAS the Assignee has agreed to assume the obligations of the Assignor under the Agreement with respect to the Areaway Easement and to the other matters herein set out.

Appendix "B" as referred to in Section 1 of the TWELFTH Report for 1989 of the Planning & Development Committee.

- 2 -

NOW THEREFORE in consideration of the sum of Five (\$5.00) Dollars and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency whereof being hereby acknowledged), the parties hereto acknowledge, covenant and agree as follow:

1. (a) The Assignor assigns and transfers to the Assignee its interest in and to the Areaway Easement including all rights of action and other rights and benefits of the Assignor or which might after this Assignment accrue to the Assignor under the Agreement.

(b) Hamilton consents to the assignment of the Areaway Easement as required by paragraph 3(g) of the Agreement and confirms that all payments due thereunder and all of the obligations of the Assignor to Hamilton under the Agreement in connection with the Areaway Easement, as of the date hereof, have been fulfilled in their entirety.

(c) This consent does not constitute a waiver of the necessity for consent to any further assignment of the Areaway Easement by the Assignee. If the Assignee proposes to effect a further assignment, the terms of paragraph 3 of the Agreement shall apply and must be observed.

(d) By joining in this Agreement, Hamilton does not thereby acknowledge or approve of any of the terms of the Assignment between the Assignor and the Assignee.

(e) In consideration of the foregoing consent of Hamilton and of this Assignment, the Assignee hereby represents and warrants to the Assignor that at or before the time of the execution and delivery of this Agreement, the Assignee has become the owner in fee simple of the land described in Schedule "C" of attached hereto.

- 3 -

2. The Assignee hereby undertakes, covenants, promises and agrees to Hamilton that:

(i) The Assignee shall perform and abide by and be bound by at all times, all of the terms, covenants and conditions and obligations on the part of the Assignor contained in the Agreement and subject to all remedies in respect of breaches of covenants and conditions as if the Assignee were named in the Agreement in place of Robinson Securities Limited and without limiting the generality of the foregoing, hereby assumes and obligates itself to Hamilton in respect of all obligations including all indemnifications to Hamilton contained therein of the Assignor as contemplated in paragraph 3(g) of the Agreement; and,

(ii) The Assignee shall at all times comply with the terms, provisions and conditions of the Agreement and do all such acts, matters and things as may be requisite and necessary to maintain the Agreement in good standing at all times.

3. The Assignor and the Assignee acknowledge that each of them has received a copy of the Agreement and are familiar with the terms, covenants and conditions contained therein.

- 4 -

4. The Assignee covenants to Hamilton to register this Agreement on title to the areaway described in Schedule "B" attached hereto and to the land of the Assignee described in Schedule "C" attached hereto within a reasonable time after the execution of this Agreement.

5. The Assignee hereby agrees to indemnify and save the Assignor harmless from any and all actions, suits, losses, charges, demands, liabilities and expenses incurred or suffered by Assignor as a result of any failure or refusal by the Assignee to perform and abide by all of the terms, covenants, conditions and obligations on the part of the Assignee contained in the Agreement or any breach by the Assignee of the terms of the Agreement or of the terms hereof.

6.. (a) Any notice in writing required or permitted to be given to the Assignor hereunder shall be given by registered mail, postage prepaid, addressed to:

Robinson Securities Limited
c/o Messrs. Landeg & Stonkus
P.O. Box 265, Station A
Suite 1004
20 Hughson Street South
Hamilton, Ontario
L8N 3C8
Attention: Mr. A. Stonkus

(b) Any notice in writing required or permitted to be given to the Assignee hereunder shall be given by registered mail, postage prepaid, addressed to:

The Royal Bank Realty Inc.
1 Place Ville Marie
P.O. Box 6001
Montreal, Quebec
H3C 3A9
Attention: The Vice-President and
Arnold Campbell, Vice-President

and with a copy to:

- 5 -

Aylesworth, Thompson, Phelan, O'Brien
P.O. Box 15, Suite 3000
South Tower
Royal Bank Plaza
Toronto, Ontario
M5J 2J1
Attention: Mr. James W.V. Craig, Q.C.

(c) Any notice in writing required or permitted to be given to Hamilton shall be given by registered mail, postage prepaid, addressed to:

The City Clerk
The Corporation of the City of Hamilton
City Hall
71 Main Street West
P.O. Box 2040
Hamilton, Ontario
L8N 3T4

(d) Any such notice mailed as aforesaid shall be deemed to have been given to the recipient on the fifth business day following the date of such mailing.

(e) Any party may at any time give notice to each of the other parties of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party.

7. Each of the parties hereto covenants and agrees with the others of them to do all such acts, matters and things as may be requisite and necessary to give full force and effect to the provisions of this Agreement and to carry out and perform the same in accordance with its terms.

- 6 -

8. This Agreement may be executed in several counterparts each of which when executed shall be deemed to be an original and such counterparts shall together constitute one and the same Instrument.

IN WITNESS WHEREOF the parties hereto have duly executed these present.

ROBINSON SECURITIES LIMITED

Per: _____

Per: _____

THE ROYAL BANK OF CANADA

Per: _____

Per: _____

THE CORPORATION OF THE CITY OF HAMILTON

Per: _____

Per: _____

LIST OF SCHEDULES

(attached to and forming part of an Agreement dated May 1, 1989 entered into between ROBINSON SECURITIES LIMITED, THE ROYAL BANK OF CANADA and THE CORPORATION OF THE CITY OF HAMILTON)

- Schedule "A" - True copy of Agreement dated June 13, 1972
- Schedule "B" - Legal description of Areaway
- Schedule "C" - Legal description of land

REPORT OF THE LEGISLATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Legislation Committee presents its EIGHTH Report for 1989 and respectfully recommends:

1. That permission be granted to the Hamilton and District Labour Council to erect a memorial upon the grounds of City Hall at a location west of the existing building near Bay Street in accordance with the Policy to Govern and Regulate the Installation of Commemorative Plaques, Memorials, Monuments, Time Capsules and Trees Upon City Hall Grounds adopted by City Council 1988 September 27.

NOTE: For the information of the members of City Council, the Hamilton and District Labour Council are endeavouring to develop funding for this memorial in the 40 to 50 thousand dollar range. Given the scope of the project, the Hamilton and District Labour Council will be contacting the arts community through the tendering process and will be asking for preliminary drawings etc. These will be reviewed by the Hamilton and District Labour Council as well as Alderman M. Kiss and Alderman D. Drury who have agreed to represent the Legislation Committee on their Selection Committee.

Pursuant to approved policy, the final design and quality of materials to be used will be subject to the approval of the Legislation Committee and City Council.

- *2. That approval be given for six members of the Hamilton Status of Women Sub-Committee to attend the National Action Committee Annual General Meeting in Ottawa from 1989 May 12 to May 15.

NOTE: Funds provided in Account No. CH55201-82010.

3. (a) That The City of Hamilton host a dinner for fifty (50) participants attending the IPCS (International Programme on Chemical Safety) and IDRC (International Development Research Centre) Global Poisons Information Project meeting to be held in the City of Hamilton during the week of 1989 May 08 at a cost not to exceed \$2 000.

* Recorded vote, see page 645

- (b) That this expenditure be charged to Account No. CH55314-84010 - Special Receptions and Dignitaries Hosting.

NOTE: This international meeting will be attended by people from many developed and developing countries throughout the world.

4. (a) That the Canadian Cancer Society, Hamilton Unit be authorized to use the City Hall forecourt and equipment on Sunday, 1989 April 30 from 10:00 o'clock a.m. to 6:00 o'clock p.m. for the Annual Great Ride to Beat Cancer.
- (b) That staff overtime for a Property Maintenance Worker to be available for arrangements associated with this event be approved and charged to Account No. CH55222-10034 - Use of City Hall Facilities and Equipment by Outside Groups.
5. (a) That permission be granted to the Hamilton Black Ribbon Day Committee to use the following facilities on 1989 August 23.
- (i) City Hall forecourt for a public ceremony from 7:00 p.m. to 9:00 p.m.
- (ii) Small portion of the City Hall forecourt for a peaceful 24 hour candlelight vigil from 9:00 o'clock p.m. Tuesday, 1989 August 22 to 9:00 o'clock p.m. Wednesday, 1989 August 23.
- (b) That approval be given to fly the national flags of the following captive nations from 1989 August 22 to August 24.

Poland	Czechoslovakia
Estonia	Hungary
Latvia	Lithuania
Ukraine	Rumania
Slovakia	

- (c) That Mayor Morrow be authorized to proclaim Wednesday, 1989 August 23 as Black Ribbon Day in Hamilton.

6. That the firm of Image Pac Graphics, 730 Islington Avenue, Toronto be authorized to include the City of Hamilton logo in a pin being designed for the 1991 Canadian Curling Championships to be held in the City of Hamilton.
 7.
 - (a) That the City of Hamilton purchase an advertisement in a special centennial publication to commemorate the 100th Anniversary of Her Majesty's Army and Navy association in the amount of \$60.
 - (b) That this cost be financed from Account No. CH56302-12001, Advertising and Publicity, City Clerk's.
 8. That the letter from Richard McFarlane, General Chairman, Canadian Lakehead Grain Elevator Workers Board of Adjustment No. 17 of the Transportation Communications International Union addressed to The Honourable Jean Carbeil, Minister of Labour in which application is made for the establishment of an Industrial Inquiry Commission to investigate and report on the matter of the continuation of the labour dispute and differences existing between the employees in the grain trade and six grain companies, be received.
- NOTE:** The General Chairman of the above Board is seeking the support of the various cities and towns on the Seaway System to obtain the establishment of an Industrial Inquiry Commission.
9. That the Legislation Committee be granted an extension of sixty (60) days to conduct and complete a general public review of Licencing By-law No. 79-323 (as amended) respecting taxicabs.

NOTE: At its meeting held 1989 January 31, City Council directed the Legislation Committee to conduct and complete a general public review of the taxicab legislation within 90 days (1989 April 30).

The Taxicab Legislation Review Sub-Committee have completed their initial review of the key issues and concerns of the taxi industry and on Thursday, 1989 April 13, tabled a Discussion Paper with the Legislation Committee containing a number of options for legislative changes.

The Legislation Committee directed that a public meeting be held on Monday, 1989 April 24 to receive input from the taxi industry on the options outlined in the Discussion Paper.

04/25/89 .

The Legislation Committee requires additional time to thoroughly review all submissions received both written and oral in order to report back to City Council with its findings and recommendations.

Respectfully Submitted,

ALDERMAN V. J. AGRO, CHAIRMAN
LEGISLATION COMMITTEE

John Thompson, Secretary
1989 April 13

mjl

REPORT OF THE PERSONNEL COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Personnel Committee presents its **SIXTH** Report for 1989 and respectfully recommends:

1. That the pay grade of the position of General Foreman/Woman (Turf) in the Public Works Department **BE APPROVED** at Salary Grade "L" with a salary range of \$34,886.28 - \$41,081.04.

NOTE: Pay grade assignment accommodated within the existing budget. This position is now graded in the same salary grade as the position of General Foreman/Woman (Beautification), (Cemeteries), (Parks), (Sanitation), and (Trees).

- 2.(a) That the cost of advertising for vacant positions, beyond the amount approved in the 1989 budget be by Offset Funding in the individual departments; and
- (b) That all advertising for vacant positions be funded in this manner in future years.

NOTE: Gapping which occurs when filling a position will allow for this method of financing.

3. That the Appointments to and terminations from Permanent Positions with the Corporation of the City of Hamilton to 1989 April 5th, as attached hereto and marked **APPENDIX "A"**, **BE APPROVED**.

Respectfully submitted,

**ALDERMAN B. HINKLEY, CHAIRMAN
PERSONNEL COMMITTEE**

**Susan K. Reeder
Secretary
1989 April 19**

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Paul L. Brown	By-Law Enforcement Constable (B-5)	Traffic	Replacing Mr. L. Brown - terminated	\$435.67 to \$509.81	\$435.67 per week (1 of 5)	March 10, 1989
Ms. Helen Groeneveld	Typist Clerk II (E-2)	Treasury	Replacing Ms. L. Cooper - promoted	\$339.51 to \$365.75	\$339.51 per week (1 of 3)	April 03, 1989
Mr. William D. Christensen	By-Law Enforcement Constable (B-5)	Traffic	Replacing Mr. K. Edgar - promoted	\$435.67 to \$509.81	\$435.67 per week (1 of 5)	March 01, 1989
Mr. Michael Cosentino	Traffic Service Foreman/woman (13A)	Traffic	Replacing Mr. F. Pike - deceased	\$26,837.72 to \$31,966.48	\$26,837.72 per annum (1 of 3)	March 13, 1989
Mr. James P. Doyle	Lieutenant (C-7)	Fire	Replacing Mr. Wm. Hildrop - retired	\$44,429.54	\$44,429.54 per annum	March 19, 1989
Mr. Chris W. Firth-Eagland	Development Co-ordinator (M)	Public Works	Replacing Mr. K. Christenson - promoted	\$32,604.00 to \$37,364.56	\$33,908.16 per annum (2 of 5)	March 06, 1989
Ms. Nancy Greenwood	Stenographer III (E-3)	Treasury	Replacing Ms. S. Hutcheon - promoted	\$361.95 to \$391.04	\$361.95 per week (1 of 3)	March 06, 1989

Prepared 05 April 1989

Appendix "A" as referred to
in Section 3 of the SIXTH
Report for 1989 of the
Personnel Committee.

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Gordon T. Kerr	Manager Central Garage (G)	Central Garage (Division of Public Works)	Additional Staff approved by City Council Sept. 21/88	\$49,884.12 to \$58,795.88	\$58,795.88 per annum (5 of 5)	March 20, 1989
Mr. Robert J. MacDonald	Motor Mechanic (D-17)	Central Garage (Division of Public Works)	Replacing Mr. G. Kudlowich - resigned	\$14,523 to \$14,723	\$14,723 per hour (2 of 2)	March 06, 1989
Mr. Leslie Major	Foreman/woman II (Districts) (12-C)	Public Works	Replacing Mr. B. Maraj - retired	\$28,976.48 to \$34,604.96	\$34,604.96 per annum (3 of 3)	March 06, 1989
Mr. Paul Marson	Lieutenant (C-7)	Fire	Replacing Mr. T. McDade - retired	\$44,429.54	\$44,429.54 per annum	March 19, 1989
Mr. Wm. Melnyk	Lieutenant (C-7)	Fire	Replacing Mr. N. Kir - retired	\$44,429.54	\$44,429.54 per annum	March 19, 1989
Ms. Shelly Parry	Clerk Typist III (E-1)	Property	Replacing Ms. G. Keenan - resigned	\$322.63 to \$346.82	\$322.63 per week (1 of 3)	March 28, 1989
Ms. Shirley Strang	Clerk I - Printing & Mailing (A-3)	City Clerk's	Replacing Mr. K. McDonald - promoted	\$394.30 to \$447.93	\$394.30 per week (1 of 4)	March 13, 1989

Prepared 05 April 1989

THE CORPORATION OF THE CITY OF HAMILTON

APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Michael Verboom	Building Inspector (A-12)	Building	Replacing Mr. B. Agro - resigned	\$588.12 to \$689.97	\$588.12 per week (1 of 4)	March 02, 1989
Mr. Roger Yanke	Foreman/Woman III (Districts) (13-C)	Public Works	Replacing Mr. L. Major - promoted	\$27,837.68 to \$31,969.60	\$27,837.68 per annum (1 of 3)	March 06, 1989

Prepared 05 April 1989

THE CORPORATION OF THE CITY OF HAMILTON
TERMINATIONS FROM PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON</u>	<u>LENGTH OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Ms. Sheila Bolton	Control Room Clerk	Parking Authority	Resigned	3 years, 7 months	March 30, 1989
Mr. I. Dubecky	Truck Driver-Litter Containers	Public Works	Retired	15 years	March 31, 1989
Mr. Edmund A. Faris	Supervisor of Central Microfilming	Central Microfilming (Division of Information Systems)	Retired	14 years, 7 months	March 31, 1989
Mr. Rick Galway	Maintenance Assistant	Convention Centre (Division of H.E.C.P.I.)	Resigned	8 months	March 31, 1989
Ms. Sandra McPhee	Control Room Clerk	Parking Authority	Resigned	1 year, 9 months	March 30, 1989
Mr. Noel Miles	Welder	Central Garage (Division of Public Works)	Resigned	3 years, 2 months	March 17, 1989
Mr. Frank Pike	Traffic Service Foreman	Traffic	Deceased	32 years, 7 months	March 10, 1989
Ms. Rosemarie Spagnuolo	Stenographer I	City Solicitor's	Resigned	8 months	March 17, 1989
Mr. C. Villeneuve	Supervisor of Cleaners II	Property Maintenance	Terminated	14 years	March 23, 1989

Prepared 05 April 1989

Report of the Finance Committee

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Finance Committee presents its NINTH Report for 1989 and respectfully recommends:

1. That the Property Maintenance Division of the Property Department be authorized to retain the services of private security personnel at City Hall during the hours of 9:00 a.m. to 5:00 p.m., Monday to Friday, excluding times when the building is closed for business, such as statutory holidays, at a cost of \$16 016 per annum.

NOTE: Sufficient funds are available within the Property Maintenance Division budget to cover this expenditure.

2. That the law firm of Weir and Foulds be authorized to take all necessary steps to appeal the Divisional Court Judgment in the Dofasco Assessment case to the Court of Appeal.

3. That the total award to Anthony Butler, Architect for the Library/Market project, for his claim against the City of Hamilton on various grounds, in the amount of \$205 967.56 at 1989 January 25 plus per diem interest of \$67.72 until payment, as discussed in a 1989 February 15 report from the City Solicitor's Department to the Planning and Development Committee, be financed from the "Reserve for Contingency" Account No. RF59021-25215.

4. That outstanding business taxes in the amount of \$96 900.94, be written-off in accordance with Section 495 of The Municipal Act, R.S.O., 1980, and charged to Account No. CH15401-00001, Tax Write-offs.

NOTE: A copy of the Schedule outlining the tax accounts which are, in the opinion of the Treasurer, uncollectible is available from the Secretary of the Committee upon request.

5. That the Treasurer be authorized to prepare the 1989 levy by-laws for the following Business Improvement Areas in the City of Hamilton for submission to City Council.

<u>Business Improvement Areas</u>	<u>1989 Levy</u>
Barton Street East #1	\$ 6 000
Westdale	\$ 15 000
International Village	\$ 70 835
Jamesville	\$ 29 620
Ottawa Street North	\$ 85 000
Concession Street	\$ 18 750
Downtown Promenade	\$ 198 363

6. (a) That the second set of the existing 1989 General Grant recommendations (amount and category) as outlined in EXHIBIT "A" (columns 4 and 5) with a total recommended grant amount of \$25 020, be approved.

- (b) That these grants be funded from within the appropriate Grant Accounts GR53XXX 200XX.

NOTE: All the applicants outlined in EXHIBIT "A" have been notified of the recommendation and have not requested an appeal.

- *7. (a) That the second set of appeal recommendations for the 1989 Grants as outlined in EXHIBIT "B" (columns 5 and 6) attached hereto, in the total amount of \$14 890, be approved.
- (b) That these grants be funded from within the appropriate Grants Accounts GR53XXX 200XX.

8. That leave be granted to introduce the following Bills:

- (a) G-2 By-law to Authorize the Levy of a Special Charge in Respect of Barton Street East #1 Improvement Area Generally Covering Both Sides of Barton Street from the West Side of Wellington Street to the East Side of Wentworth Street.
- (b) G-3 By-law to Authorize the Levy of a Special Charge in Respect of the Westdale Business Improvement Area Generally Covering King Street West Between the Area of the Intersection of Cline Avenue and King Street West and Extending to an Area West of Newton Avenue and Sterling Street.

* Section 7 amended by changing the amount of the grant for the Hamilton Ladies Slo-Pitch on Exhibit B from \$1,500 to \$3,500.

- (c) G-4 By-law to Authorize the Levy of a Special Charge in Respect of the International Village Business Improvement Area Generally Covering Both Sides of King Street East Between Mary Street and Wellington Street North.
- (d) G-5 By-law to Authorize the Levy of a Special Charge in Respect of the Jamesville Business Improvement Area Generally Comprised of Lands on the East and West Sides of James Street North Between the Railway Tracks on the North and King William Street on the South.
- (e) G-6 By-law to Authorize the Levy of a Special Charge in Respect of the Ottawa Street North Business Improvement Area Generally Covering Ottawa Street North Between Main Street East and Extending to An Area North of Barton Street East.
- (f) G-7 By-law to Authorize the Levy of a Special Charge in Respect of the Concession Street Business Improvement Area Generally Comprised Lands Covering Concession Street Between 18th Street and East.
- (g) G-8 By-law to Levy the Special Charges 1989 for the Improvement Area in the Area Between King William Street, Mary Street, Main Street East and James Street, Designated by By-law 82-151.

Respectfully Submitted,

ALDERMAN W. M. McCULLOCH, CHAIRMAN
FINANCE COMMITTEE

John Thompson, Secretary
1989 April 18

mjlw

19-Apr-89

EXHIBIT A

City of Hamilton
Treasury

GRANTS - REQUESTS FOR 1989 BY CATEGORY

Description (1)	1988 Grant (2)	1989 Request (3)	Finance Recommendation	
			Amount (4)	Category (5)
Category 01				
Hamilton Cardinals Baseball Club	10,000	8,000	8,000	2
Hamilton & District Chrysanthemum Soc.	400	700	400	2
Hamilton & District Baseball Association	2,620	12,000	2,620	2
Mount Hamilton Horticultural Society	320	320	320	2
West Hamilton Youth Soccer Club	500	5,800	Nil	N/A
Royal Hamilton Light Infantry Museum	5,000	6,000	4,000	4
Toy Town Troupers	3,140	20,000	3,280	1
Category 02				
Ontario Blind Golfers' Assoc. - Hamilton	1,750	2,000	2,000	2
Hamilton Concert Band	3,500	8,210	3,500	2
Enviromentalist of the Year Committee	900	1,230	900	2
	28,130	64,260	25,020	

KEY FOR GRANT CATEGORY

- C = Committed
- 1 = Traditional (Allows for 4.5% Increase)
- 2 = Fixed
- 3 = Sunset by Percentage
- 4 = Sunset by Amount

04/25/89

-722-

EXHIBIT "B" as referred to in
Section 7 of the
NINTH Report of the
Finance Committee

City of Hamilton
Treasury

1989 GRANT APPEALS

Applicant (1)	1989 Grant Type (2)	1989 Grant Request (3)	Original Recommended Amount (4)	Recommendation on Appeal	
				Amount (5)	Category (*) (6)
1. Hamilton Pontiacs Ladies Softball Team	General	1,090	Nil	1,090	1
2. Transway Basketball Club	General	4,000	Nil	2,090	2
3. Theatre Terra Nova	General	5,000	3,660	3,660	1
4. Hamilton & District Soccer Association	General	850	Nil	850	1
5. Hamilton Children's Choir	General	700	Nil	700	2
* 6. Hamilton Ladies Slo-Pitch	Con/Rec	7,000	1,500	1,500	C/R
7. Veteran's Society of Hamilton	Con/Rec	10,000	1,500	5,000	C/R
		28,640	6,660	14,890	

(*)

KEY

- 1 = Traditional Grants (Allows for 4.5% Increase)
2 = Fixed
C/R = Convention/Reception

* Amount of grant changed from \$1,500 to \$3,500 by City Council.

Report of the Finance Committee

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Finance Committee presents its TENTH Report for 1989 and respectfully recommends:

1.
 - (a) That the 1989 mill rates for the City, Region and Boards of Education be approved in accordance with the attached EXHIBIT "A", Column (10).
 - (b) That the Treasurer be authorized to prepare the necessary by-laws to fix the rates of taxation for municipal, regional and school purposes for the year 1989, be approved.
 - (c) That the Treasurer be authorized to prepare a by-law to levy an annual tax on telephone companies doing business in Ontario, be approved.
2. That leave be granted to introduce the following Bills:
 - G-9 By-law to Fix the Rates of Taxation for Municipal Purposes for the Year 1989.
 - G-10 By-law to Fix the Rates of Taxation for Regional Purposes for the Year 1989.
 - G-11 By-law to Fix the Rates of Taxation for School Purposes for the Year 1989.
 - G-12 By-law to Fix the Total Rates of Taxation for Municipal, Regional and School Purposes for the Year 1989.
 - G-13 By-law to Levy an Annual Tax on Telephone Companies Doing Business in Ontario Respecting the Bell Telephone Company of Canada.

Respectfully Submitted,

ALDERMAN W. M. McCULLOCH, CHAIRMAN
FINANCE COMMITTEE

John Thompson, Secretary
1989 April 25

mjw

EXHIBIT "A" as referred to in
Section 1 of the TENTH Report
of the Finance Committee

EXHIBIT "A"

City of Hamilton
Treasury

COMPARISON OF COMPONENTS AND TOTAL MILL RATES
FOR THE YEARS 1981 TO 1989 INCLUSIVE

Description (1)	M i l l R a t e s										Increase + Decrease - 1988 to 1989 Mills (11)	%(12)
	1981 (2)	1982 (3)	1983 (4)	1984 (5)	1985 (6)	1986 (7)	1987 (8)	1988 (9)	1989 (10)			
Residential												
City Region	57.8731 50.2592	62.7923 54.7552	62.7923 56.6640	69.7323 56.8038	73.4019 59.6126	79.3485 63.5186	83.9779 69.3371	87.7568 73.3187	95.5672 79.5720	7.8104+ 6.2533+	8.9+ 8.5+	
Sub Total	108.1330	117.5475	119.4563	126.5361	133.0145	142.8671	153.3150	161.0755	175.1392	14.0637+	8.7+	
Education - Elementary	44.2020	50.0013	57.0683	58.2131	65.4968	68.4729	73.9790	80.9599	86.5187	5.5588+	6.9+	
- Secondary	35.0029	37.9186	41.0524	44.2715	45.1813	43.2464	54.3880	57.1976	62.4175	5.2199+	9.1+	
Sub Total	79.2049	87.9199	98.1207	102.4846	110.6781	111.7193	128.3670	138.1575	148.9362	10.7787+	7.8+	
Total Mill Rates	187.3379	205.4674	217.5770	229.0207	243.6926	254.5864	281.6820	299.2330	324.0754	24.8424+	8.3+	
Non-Residential												
City Region	68.0860 59.1293	73.8733 64.4179	73.8733 66.6636	82.0379 66.8280	86.3552 70.1325	93.3512 74.7278	98.7975 81.5731	103.2433 86.2574	112.4320 93.6141	9.1887+ 7.3567+	8.9+ 8.5+	
Sub Total	127.2153	138.2912	140.5369	148.8659	156.4877	168.0790	180.3706	189.5007	206.0461	16.5454+	8.7+	
Education - Elementary	52.0023	58.8251	67.1392	68.4860	77.0551	80.5564	87.0341	95.2469	101.7867	6.5398+	6.9+	
- Secondary	41.1799	44.6101	48.2969	52.0841	53.1545	50.8781	63.9859	67.2913	73.4324	6.1411+	9.1+	
Sub Total	93.1822	103.4352	115.4361	120.5701	130.2096	131.4345	151.0200	162.5382	175.2191	12.6809+	7.8+	
Total Mill Rates	220.3975	241.7264	255.9730	269.4360	286.6973	299.5135	331.3906	352.0389	381.2652	29.2263+	8.3+	

Note: The 1989 mill rates were calculated based on the 1988 unrevised assessment for 1989 taxation.

1989 April 20

REPORT OF THE INFORMATION SYSTEMS COMMITTEE

The Information Systems Committee met at 9:30 o'clock a.m. on Thursday, 1989 April 20 in the Committee Room, 15th Floor, Regional Offices.

Present: Chairman (Councillor) J. Gallagher
Mr. R. Whynott, Regional Chairman
Councillor S. Sloat
Councillor M. Kiss
Councillor G. Copps

Absent with Regrets: Councillor S. Napper

Members of Council:

The Information Systems Committee presents Report 4-89.

Your Committee recommends:

1. (a) That the existing lease between the City of Hamilton (current expiry 1990 June 30) and Scott Computer Leasing of Mississauga be amended to provide for the upgrading:
 - (i) from the IBM 4381 CPU (Central Processing Unit) Model Q13 to Model S92 effective 1989 July 01 at a cost of \$25 005 per month and the lease term be extended from 1990 June 30 to 1991 September 30.
 - (ii) from the IBM 3880 Disk Communications controller to an IBM 3990 Model G03 effective 1989 July 01 for 60 months at a cost of \$4 760 per month.
- (b) That the leasing agreement amendments be in a form satisfactory to the Solicitor of the City of Hamilton. (The City of Hamilton is the Lessee.)
- (c) That these recommendations be forwarded to Regional Council for information.

NOTE: Funds have been provided for in Account No. CH56605-26020 (leasing).

Agenda Item #2

Respectfully Submitted,

J. Gallagher, Chairman
Information Systems Committee

John Thompson, Secretary
1989 April 20

FOR THE INFORMATION OF COUNCIL

- (a) The minutes of 1989 March 23 of the Information Systems Committee were received and adopted as presented.

Agenda Item #1

- (b) Computer Workstation Furniture Project

The Committee agreed to recommend to the City of Hamilton Co-ordinating Committee that this project be proceeded with as provided for in the 1989 - 1992 Capital Budget and that the recommendations outlined in the report of the Director of Information Systems dated 1989 April 09 be referred to Regional Council for information..

Agenda Item #3

SPECIAL MEETING OF HAMILTON CITY COUNCIL
MONDAY, MAY 8, 1989
5:00 O'CLOCK, P.M.

The Council met.

PRESENT: Mayor R. M. Morrow, Esq.

Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson,
Agostino, Lombardo, Jackson, Merling, Murray.

ABSENT: Alderman Wm. McCulloch - City Business
Alderman J. Smith
Alderman J. Gallagher
Alderman D. Ross - Regional Business

URBAN MUNICIPAL

GOVERNMENT DOCUMENTS

The Mayor called the special meeting to order.

The purpose of this meeting was to deal with the report dated May 5, 1989 from
the Director of Public Works Re: the Hamilton Tiger Cats.

It was moved by Alderman Agostino, seconded by Alderman Lombardo

"That the attached resolution which was adopted by City Council
at its meeting held February 14, 1989, pertaining to the Tiger Cats
be now re-considered."

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps,
Christopherson, Agostino, Lombardo, Jackson, Merling, Murray. -13.

NAYS: 0 carried

It was moved by Alderman Agostino, seconded by Alderman Lombardo

RESOLVED: "That the attached resolution pertaining to the Tiger Cats which
was adopted by City Council at its meeting held February 14, 1989,
be now rescinded."

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps,
Christopherson, Agostino, Lombardo, Jackson, Merling, Murray. -13.

NAYS: 0 carried

It was moved by Alderman Cooke, seconded by Alderman Agro

RESOLVED: "That leave be granted to introduce the following Bill:

Bill A-17: A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Murray. -13.

NAYS: 0 carried

It was moved by Alderman Cooke, seconded by Alderman Agro

RESOLVED: That Bill No. A-17 be now read a first time.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Murray. -13

NAYS: 0 carried

Bill No. A-17 was then read a first time.

It was moved by Alderman Cooke, seconded by Alderman Agro

RESOLVED: That the Bill A-17 be now considered in the Committee of the Whole with Alderman Kiss in the Chair.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Murray. -13

NAYS: 0 carried

Consideration of the Bill (Second Reading)

It was moved by Alderman Cooke, seconded by Alderman Agro

RESOLVED: That the Report of the Committee of the Whole (second reading) on Bill A-17, be adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Murray. -13.

NAYS: 0 carried

It was moved by Alderman Cooke, seconded by Alderman Agro

RESOLVED: That Bill A-17 be now read a third time.

YEAS: Mayor R. Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Murray. -13.

NAYS: 0 carried

Bill A-17 was then read a third time, signed, sealed and enrolled as a By-law.

City Council adjourned at 5:15 o'clock p.m.

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, MAY 9, 1989
7:30 O'CLOCK, P.M.

The Council met.

PRESENT: Mayor R. M. Morrow, Esq.

Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps,
Christopherson, Agostino, Lombardo, Smith, Jackson, Merling,
Gallagher, Murray.

ABSENT: Alderman W. McCulloch - City Business
Alderman D. Ross - Regional Business

The Mayor called the meeting to order.

Major James Reid, Director of Special Services for Hamilton Salvation Army led the Council in prayer.

The Mayor made the following presentations:

1. (i) Royal Week - May 15 to May 22 to be accepted by James Hill, Hamilton and District Branch Chairman, Monarchist League of Canada, followed by presentation to the Mayor.
- (ii) St. John Week - May 28 to June 3 to be accepted by Sharon Payne, Corps Supt., Hamilton-Wentworth St. John Brigade, and Peter Mori, Training Chairman, Hamilton-Wentworth St. John Branch
- (iii) Motorcycle Awareness Month - May - to be accepted by Ed Murphy, Vice President of International Christian Bikers Association
- (iv) Canada Health Day - May 12
- (v) Plaque of Congratulation to Susan LeMaich, Winner of the Canadian Ladies Snooker Championships in Calgary, Alberta
- (vi) M. S. Carnation Month - May, 1989 - to be accepted by Ms. Cynthia MacDonald, Executive Director of the Hamilton and District Chapter, Multiple Sclerosis Society of Canada.
- (vii) The Ministry of Environment presented Mayor Morrow with a plaque for the City's participation in the Blue Box Campaign.

RETIREMENT RINGS - Presented to former City Council members
Shirley Collins and Paul Cowell

The minutes of the meeting held April 25th, 1989 were taken as read and approved.

The following communications were received and forwarded to the appropriate Committee, except as indicated:

1. Application from Hope Haven Homes Family Rehabilitation Centre c/o Winnie Capriotti, Hamilton, Ontario for a modification to the "D" (Urban Protected Residential - One and Two Family, Townhouses, etc.) District for property at 992 Montclair Avenue, dated April 28, 1989.
2. Application from Arthur J. Boiago, 88 Elgar Avenue for a change in zoning from "AA" (Agricultural) District to "R-4" (Small Lot Single Family Detached) District for property at 1285 Upper Gage Avenue, dated April 25, 1989.
3. Application from Trillium Funeral Service Corporation, c/o Maurice Graff, Michael Torsney Architects Inc, Hamilton for a modification to the established "H" (Community Shopping and Commercial, etc.) District and a change in zoning from "E" (Multiple Dwellings, Lodges, Clubs, etc.) District to "G-3" (Public Parking Lots) District modified for 15 West Avenue North and 16-20 Wellington Street North, dated April 26, 1989.
4. Application from Maurice Charles Carter, c/o Evans, Husband, Barrister and Solicitors, Hamilton, for a further modification to the established "J" (Light and Limited Heavy Industrial) District regulations for property located at 139 Cannon Street East, dated April 26, 1989.
5. Application from Kathleen Marie Ward, c/o Schreiber, Bordonaro, Yanover & Nadel, Hamilton, Ont. for a modification to the "D" (Urban Protected Residential - One and Two Family, Townhouses, etc.) District to permit a maximum of 15 residents for 153 George Street, dated April 26, 1989.
6. Application from Duncan M. Beattie Insurance Agency Ltd., 1036 Upper Wellington Street, for a modification to the "H" (Community Shopping and Commercial, etc.) District for property at 1036 Upper Wellington. dated May 4, 1989.

It was moved by Alderman Cooke, seconded by Alderman Agro that Council move into Committee of the Whole to consider the Report of the Co-ordinating Committee, Transport and Environment Committee, Parks and Recreation Committee, Planning and Development Committee, Legislation Committee, Personnel Committee and the Finance Committee, with Alderman Kiss in the chair.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Murray. - 14

NAYS: 0 (carried)

(A) CO-ORDINATING COMMITTEE - TENTH REPORT

Recorded Vote on Section 18

YEAS: Mayor Morrow, Aldermen Kiss, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher, Murray. - 11

NAYS: Alderman Merling. -1. (carried)

(B) TRANSPORT AND ENVIRONMENT COMMITTEE - TENTH REPORT

It was moved by Alderman Merling, seconded by Alderman Christopherson

RESOLVED: That Rule No. 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting a Permit Parking Regulation. (carried)

It was moved by Alderman Merling, seconded by Alderman Christopherson

RESOLVED: That the following be added as Section 25 of the Tenth Report of the Transport and Environment Committee.

"25. (a) That a Permit Parking Regulation be implemented on the east side of Fairfield Avenue North commencing at a point 26 feet south of Vansitmart Avenue and extending to a point 40 feet southerly therefrom; and

- (b) That the Director of Traffic Services be authorized to issue one parking permit to Mr. R. Gallagher, 350 Fairfield Avenue North and one permit to Mr. N. Bothen, 352 Fairfield Avenue North; and
- (c) That City Traffic By-law 89-72 be amended accordingly.
(carried)

Alderman Gallagher declared personal interest in, took no part in the debate on this resolution as his Uncle owns 350 Fairfield Avenue North.

(C) PARKS AND RECREATION COMMITTEE - TWELFTH REPORT

Recorded Vote on Section 1

YEAS: Aldermen Cooke, Hinkley, Drury, Copps, Christopherson,
Lombardo, Murray. - 7.

NAYS: Aldermen Agostino, Smith, Jackson. - 3 (carried)

Recorded Vote on Section 2

YEAS: Aldermen Cooke, Hinkley, Drury, Copps, Christopherson,
Lombardo, Murray. - 7.

NAYS: Aldermen Agostino, Smith, Jackson. - 3 (carried)

Recorded Vote on Section 5

YEAS: Aldermen Cooke, Hinkley, Drury, Copps, Christopherson,
Lombardo, Murray. - 7.

NAYS: Aldermen Agostino, Smith, Jackson. - 3 (carried)

(D) PLANNING AND DEVELOPMENT COMMITTEE - THIRTEENTH REPORT

It was moved by Alderman Jackson, seconded by Alderman Smith that the following be added as Section 14 of the Thirteenth Report of the Planning and Development Committee.

14. That APPROVAL be given in part to Zoning Application 88-80, Mr. L.W. Bertrand, Mr. R. Gallagher and Mr. J. Ferguson, owners, for a change in zoning (Block 2) from "AA" (Agricultural) District to "DE-3" (Multiple Dwellings) District for the front part of properties located at Nos. 1500, 1514, and 1522 Upper Ottawa Street, as shown on the attached map marked as APPENDIX "Q" on the following basis:

- (a) That the lands described as Block 2 be rezoned from "AA" (Agricultural) District to "DE-3" (Multiple Dwellings) District;
- (b) That the City Solicitor be directed to prepare a By-law to amend Zoning By-Law No. 6593 and Zoning District Map E-49D for presentation to City Council;
- (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.
- (d) That the Templemead Neighbourhood Plan be amended by redesignating the following:
 - (i) Block 2 - From "Attached Housing" to "Low Density Apartments".

NOTE: The purpose of this By-Law is to provide for changes in zoning for the front part of properties located at Nos. 1500, 1514 and 1522 Upper Ottawa Street, on the following basis:

- (a) Block 2 - From "AA" (Agricultural) District to "DE-3" (Multiple Dwellings) District.

The effect of the By-law is to permit low density apartment and/or townhouse development on the lands described as Block 2. (carried)

Block 1 of this Zoning Application was approved in an amended Section 10 of the FIRST Report for 1989 of the Planning and Development Committee by City Council at its meeting held 1989 January 10th. (carried)

(E) LEGISLATION COMMITTEE - NINTH REPORT

It was moved by Alderman Christopherson, seconded by Alderman Lombardo that sub-section (c) of Section 1 be amended by adding the following as subsection (iv)

iv) It is understood that:

- A) The proposed by-law will only be passed and implemented by Council if funding for staff, administration and per diems- which is acceptable to Council - is provided by the Provincial Government and,
- B) Should the Province fail to give either legal status or adequate funding to the proposal; City Council will call for the Province to assume full responsibility for all aspects of Second Level Lodging Homes.

Recorded Vote on Section 1

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher, Murray. - 14.

NAYS: Alderman Merling. - 1. (carried)

Recorded Vote on Section 1 as amended

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher, Murray. - 14.

NAYS: Alderman Merling. - 1. (carried)

It was moved by Alderman Agro, seconded by Alderman Copps

RESOLVED: That Section 5 of the Ninth Report of the Legislation Committee be referred back for comment by the City Treasurer. (carried)

It was moved by Alderman Agro, seconded by Alderman Drury

RESOLVED: That Rule No. 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting the hosting of a "brunch" for delegates attending the National Conference of Workshops of Ghanian-Canadians. (carried)

It was moved by Alderman Agro, seconded by Alderman Drury

RESOLVED: That the following be added to the Ninth Report of the Legislation Committee as Section 8.

8. That the City of Hamilton host a "brunch" on Sunday, 1989 May 21 for approximately 150 delegates attending the National Conference of Workshops of Ghanian-Canadians to be held in the City of Hamilton 1989 May 19 to May 21 at the Hamilton Convention Centre at a cost not to exceed \$1 400. and that this expenditure be financed from Account CH55314-84010 - Special Receptions and Dignitaries Hosting. (carried)

(F) PERSONNEL COMMITTEE - SEVENTH REPORT

(G) FINANCE COMMITTEE - ELEVENTH REPORT

NOTICE OF MOTION

Council consented to Alderman Agostino withdrawing his Notice of Motion which reads as follows:

That the City Council meeting time be changed to 10:00 o'clock a.m. Tuesday from the present 7:30 o'clock p.m. Tuesday.

That conflicting committee meetings be adjusted to fit into this time slot.

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: That the report of the Committee of the Whole on the Reports be adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Murray. - 15.

NAYS: 0 (carried)

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: that the following Bills be now read a first time.

A-15, 16

B-57, B-58, B-59, B-60, B-61, B-62, B-63, B-64, B-65, B-66,
B-67, B-68, B-69, B-70, B-71

D-51, D-52, D-53

YEAS: Mayor R. Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Murray. - 15

NAYS: 0 (carried)

The Bills were then read a first time.

It was moved by Alderman Cooke and seconded by Alderman Agro that Council move into Committee of the Whole (second reading) to consider the Bills, with Alderman Kiss in the chair.

YEAS: Mayor R. Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Murray. - 15

NAYS: 0 (carried)

Consideration of the Bills (second reading)

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: that the Report of the Committee of the Whole on the Bills be adopted. (carried)

YEAS: Mayor R. Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Murray. - 15

NAYS: 0 (carried)

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: that the following Bills be now read a third time

A-15, 16

B-57, B-58, B-59, B-60, B-61, B-62, B-63, B-64, B-65, B-66,
B-67, B-68, B-69, B-70, B-71

D-51, D-52, D-53

The Bills were then read a third time, signed, sealed and enrolled as By-laws.

City Council adjourned at 9:35 o'clock, p.m.

REPORT OF THE CO-ORDINATING COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Co-ordinating Committee presents its TENTH Report for 1989 and respectfully recommends:

1. (a) That the appropriation for the replacement of the Great Hall Banners and their mechanical system in the Hamilton Place Theatre be increased from \$120 000 to \$130 000 and that this Capital Project be proceeded with.
- (b) That the \$130 000 required for this project be financed from the H.E.C.F.I. Reserve, Account No. RF 51206 25306.

NOTE: The HECFI Board of Directors approved this project at its meeting on April 21, 1989.

The additional cost of \$10 000 represents the cost of the consultant fees of Mr. Trevor Garwood-Jones.

2. (a) That approval be given for the allocation of funds for the purchase and installation of metal playlot equipment for the following projects:
 - (i) Bryna Avenue (Greeningdon Neighbourhood)..... \$ 5,000.
 - (ii) Templemead Neighbourhood Park..... \$ 5,000.

\$ 10,000.
- (b) That the purchase and installation of this equipment in the gross amount of \$10 000 be financed from the Reserve for Acquisition of Properties under the Planning Act, Account No. RF 56006 25301.

NOTE: This Capital Project was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

3. (a) That the Floodlighting Globe Park - (Two Fields) be proceeded with at an estimated gross cost of \$140 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the \$140 000 for this project be financed by the issuance of debentures.
- (c) That the City Solicitor be authorized and directed to make application to the Ontario Municipal Board for approval to finance this project at an estimates cost of \$140 000 with no eligible subsidies, by the issuance of debentures in the amount of \$140 000 for a period not to exceed 15 years, recoverable from the mill rate levied on all rateable property, and further, that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the amount of \$140 000 for a term not to exceed 15 years.

NOTE: This Capital Project is for the floodlighting of two ball fields at Globe Park to increase the usability of this major tournament facility, and was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

4. (a) That the Mohawk Sports Park - Irrigation System, Bleachers and Floodlighting be proceeded with at an estimated gross cost of \$400 000 as provided for in the 1989-1993 Capital Budget.
- (b) That the \$400 000 for this project be financed by the issuance of debentures.
- (c) That the 1989 Program be limited to the \$105 000 provided in the 1989 Portion of the Capital Program.
- (d) That the City Solicitor be authorized and directed to make application to the Ontario Municipal Board for approval to finance this project at an estimated cost of \$400 000 with no eligible subsidies, by the issuance of debentures in the amount of \$400 000 for a period not to exceed 15 years, recoverable from the mill rate levied on all rateable property, and further, that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the amount of \$400 000 for a term not to exceed 15 years.

NOTE: This project is for the installation of 1,500 bleachers for Field Number 4, and was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

5. (a) That the Sam Lawrence Park - Upgrading be proceeded with at an estimated gross cost of \$2 325 000 as provided for in the 1989-1993 Capital Budget.
- (b) That the \$2 325 000 required for this project be financed by the issuance of debentures.
- (c) That the 1989 Program be limited to the \$312 000 provided in the 1989 Portion of the Capital Program.
- (d) That the City Solicitor be authorized and directed to make application to the Ontario Municipal Board for approval to finance this project at an estimated cost of \$2 325 000 for a period not to exceed 15 years, recoverable from the mill rate levied on all rateable property, and further, that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the amount of \$2 325 000 for a term not to exceed 15 years.

NOTE: This 5 year project is to upgrade this park for safety reasons, to increase the sense of "Park", to promote the City of Hamilton and to increase user knowledge about various aspects of this park.

This Capital Project was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

6. (a) That the Renovation to the Chedoke Golf Course Parking Lot be proceeded with at an estimated gross cost of \$300 000 as provided for in the 1989-1993 Capital Budget.
- (b) That the \$300 000 required for this project be financed by the issuance of debentures.
- (c) That the 1989 Program be limited to the \$100 000 provided in the 1989 Portion of the Capital Program.

- (d) That the City Solicitor be authorized and directed to make application to the Ontario Municipal Board for approval to finance this project at an estimated cost of \$300 000 with no eligible subsidies, by the issue of debentures in the amount of \$300 000 for a period not to exceed 15 years, recoverable from the mill rate levied on all rateable property, and further, that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the amount of \$300 000 for a term not to exceed 15 years.

NOTE: This Capital Project is for the repairs and resurfacing of the parking lot and service roads at Chedoke Golf Course and was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

7. (a) That the Park Development and Redevelopment by Priority, as set out in Appendix "A" attached hereto, be proceeded with at an estimated gross cost of \$479 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the \$479 000 estimated cost for this project be financed from the Reserve for Lands Acquired Under The Planning Act (5% Parks Fund), Account No. RF 51206 25301.

NOTE: This Capital Project is for the development and/or redevelopment of numerous park facilities and was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

8. (a) That the Gage Park Perennial Borders be proceeded with at an estimated gross cost of \$15 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the \$15 000 estimated cost for this project be financed from the Reserve for Capital Projects, Account No. RF 51206 25303.

NOTE: This Capital Project is for the repairs and re-installation of the lighting system at the Perennial Borders in Gage Park and are in response to Police requests. This project was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

9. (a) That the Ivor Wynne Stadium - Renovations and Repairs be proceeded with at an estimated gross cost of \$55 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the \$55 000 estimated cost for this project be financed from the Reserve for Capital Projects, Account No. RF 51206 25303.

NOTE: This Capital Project is for repairs and waterproofing to certain beams and columns at Ivor Wynne Stadium and is part of a four year plan of maintenance and repairs to this facility. This project was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

10. (a) That the Bow Valley Creek - Alterations be proceeded with at an estimated gross cost of \$60 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the \$60 000 estimated cost for this project be financed from the Reserve for Capital Projects, Account No. RF 51204 25303.

NOTE: This Capital Project is for the alteration of the creek bed to prevent further erosion and to provide a pedestrian crossing of this creek. This project was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

11. (a) That the New Equipment - Sander Wing Plow Unit be proceeded with at an estimated gross cost of \$85 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the \$85 000 for this project be financed from the Reserve for Capital Projects, Account No. RF 51203 25303.

NOTE: This Capital Project is for the addition of one Sander Wing Plow unit to the fleet to allow the current level of service to be maintained despite the additional miles of roadway created through new subdivisions. This project was approved by the Transport and Environment Committee at its meeting on May 1, 1989.

12. (a) That the new Equipment - Refuse Packer be proceeded with at an estimated gross cost of \$87 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.

- (b) That the \$87 000 for this project be financed from the 6 mill Capital Levy, Account No. CH 54002 22002.

NOTE: This Capital Project is for the addition of one Refuse Packer to the fleet to allow the current level of service to be maintained despite the additional miles of roadway created through new subdivisions. This project was approved by the Transport and Environment Committee at its meeting on May 1, 1989.

13. (a) That the new Equipment - Concrete Grinder be proceeded with at an estimated gross cost of \$50 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.

- (b) That the \$50 000 for this Project be financed from the 6 mill Capital Levy, Account No. CH 54002 22002.

NOTE: This Capital Project is for the addition of one Concrete Grinder to the fleet to allow for the removal of tripping hazards from sidewalks and the reduction in claims against this City. This project was approved by the Transport and Environment Committee at its meeting on May 1, 1989.

14. (a) That the Workstation Furniture Project be proceeded with at an estimated gross cost of \$75 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.

- (b) That the \$75 000 for this project be financed from the Reserve for Capital Projects, Account No. RF 51203 25303.

NOTE: This project was approved by the Information Systems Committee at its meeting on April 20, 1989.

Currently there are a number of departments with inappropriate workstations. Approval of this project will provide for the acquisition of appropriate workstation furniture for various departments.

15. (a) That the construction of a finished roadway, curbs and sidewalks on Albright Road from approximately 190m west of Nicklaus Drive to approximately 115m westerly be proceeded with at an estimated gross cost of \$104 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.

- (b) That the \$104 000 required for this project be financed from the Reserve for Capital Projects, Account No. RF 51203 25303.
- (c) That the Commissioner of Engineering be authorized and directed to undertake these works once all approvals have been received.
- (d) That the City Solicitor be authorized and directed to establish and lay out this section of Albright Road.

NOTE: This project provides for the construction of a two lane finished roadway, curbs and sidewalks. The completion of the portion of Albright Road over ravine lands in conjunction with the portion to be built under the subdivision agreement for Red Hill Manor No. 2 will improve access to the schools and to the recreation centre in the area. The fill for the road base was deposited in the ravine lands approximately 15 years ago in anticipation of the eventual construction of the roadway.

This Capital Project was approved by the Transport and Environment Committee at its meeting on May 1, 1989.

- 16. That the 1989 Reconstruction Program, as approved by City Council on January 31, 1989, in the gross amount of \$8 200 000 which was previously limited to financing in the net amount of \$3 500 000 now be extended to the full net amount required of \$5 330 000 as indicated in the 1989-1993 Capital Budget with the additional financing of \$1 830 000 to be allocated from the 1989 Capital Levy, Account No. CH 54002 22002, and the balance of the financing to come from the roadway subsidy from the Ministry of Transportation estimated at \$2 870 000.
- 17. (a) That the City of Hamilton extend an invitation to host the 1991 World Junior Hockey Championships.
- (b) That subject to the City being successful in its bid to host these games, the following financial support totalling \$140 000 be approved:
 - (i) Reception and party for teams
and special guests.....\$40 000
 - (ii) Media, public relations,
advertising and promotion.....\$50 000
 - (iii) Other event related activities,
receptions, site visits, etc.....\$50 000

- (c) That the funds required in the amount of \$140 000 be financed from the Reserve for Contingencies.
- (d) That the Chief Administrative Officer be authorized to request the Economic Development Department of the Region of Hamilton-Wentworth to contribute an appropriate amount to assist with the financing of these championships.

NOTE: At its meeting on April 21, 1989 the HECFI Board of Directors approved an amount of \$20 000 for the preparation and presentation of a bid to host these games.

The City of Hamilton was host to the 1986 World Junior Hockey Championships which were very successful with attendance and revenues exceeding that of any preceding World Junior Championships. The Economic Development Department of the Region of Hamilton-Wentworth report that the financial "spin-off" from the 1986 Tournament was approximately \$14 000 000.

- 18. That the Chief Administrative Officer and the Commissioner of Human Resources be authorized to negotiate the provisions of a contract with Mr. Robert Sugden for a term of three (3) years within the compensation range "C" for the position of Director of Culture and Recreation.
- 19.
 - (a) That the City of Hamilton formally extend an invitation to the Federal Liberal Party to hold its pending leadership convention in the City of Hamilton
 - (b) That a committee comprised of appropriate elected and appointed officials be established to prepare the City's bid presentation to host this convention.
- 20.
 - (a) That a committee of Members of City Council together with the Management Team be established as a Strategic Plan Review Committee to re-examine the original goals and actions of the Strategic Plan and refine them in developing new initiatives for the next generation of the Strategic Plan; and

- (b) That City Council in conjunction with Regional Council, continue to ensure the effective and efficient delivery of services to the community, by such means as eliminating duplications by merging similar City and Regional functions in order to create a City-Regional administration.

NOTE: Previously forwarded to the Members of City Council were copies of a report dated May 3, 1989 from the Chief Administrative Officer to the Co-ordinating Committee which provides background information regarding this matter as well as a status report on the Strategic Plan.

- 21. (a) That a designated fund be established for the provision of special assistive devices for disabled employees as part of the base budget of the Human Resources Department, and that the Commissioner of Human Resources be authorized to withdraw money from this fund upon approval of the Chief Administrative Officer, in an amount of up to \$10 000 annually.
 - (b) That the Finance Committee be requested to recommend the method of financing this expenditure.
- 22. That leave be granted to introduce the following Bills:
 - (a) Bill A-15 A By-law to Authorize Increased Costs for the Construction of a Road Access from Bow Valley Drive to Queenston Road as an Extension of Bow Valley Drive.
 - (b) Bill A-16 A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton.

RESPECTFULLY SUBMITTED

MAYOR R. M. MORROW
CHAIRMAN
CO-ORDINATING COMMITTEE

J. J. Schatz
Secretary
1989 May 04
/bc

Appendix "A" as referred to in Section 7 of the TENTH Report of the Co-ordinating Committee for 1989.

PARK DEVELOPMENT

The following is a list of Park Development projects for 1989 scheduling:

<u>Projects</u>			<u>Increased Yearly Maintenance Cost/Est.</u>
* Shawinigan Park	Removal of Brush	\$ 12,500.	Nil
Shawinigan Park	Grading & Seeding	\$ 25,000.	\$ 2,200.
Thorner Neigh. Park	Planting Completion	\$ 20,000.	\$ 1,800.
Templemead Neigh. Pk.	Cut Fill - grading & seeding	\$ 20,000.	\$ 1,500.
Greeningdon Neigh. Pk.	Planting - basketball	\$ 10,000.	\$ 800.
Burkholder Park	Planting Completion	\$ 15,000.	\$ 500.
Burkholder Park	Lighting Completion	\$ 3,000.	\$ 500.
Brian Timmis	Landscaping Completion	\$ 10,000.	\$ 200.
Mohawk Sports Park	Landscaping Upper Kenilworth	\$ 15,000.	\$ 500.
Lions Gate Park	Lighting	\$ 8,000.	\$ 300.
** Churchill Park	Berming & Planting	\$ 8,000.	\$ 2,500.
** North Central Community Park	Grading, Seeding, fence installation	\$ 6,000.	\$ 500.
Lake Avenue Park	Clean up & Development	\$ 20,000.	\$ 500.
** Churchill Lawn Bowling	Landscaping	\$ 4,000.	\$ 1,000.
* Bow Valley	Fencing	\$ 20,000.	Nil
** Greenford Neigh. Hospital Property	Grading & Seeding	\$ 35,000.	\$ 2,500.
** Gage Park	Upgrading of Lighting Stage 1	\$ 65,000.	\$ 1,000.
Pipeline Property	Landscaping by Blocks 1 of 7	\$ 45,000.	\$ 1,000.
Viewing Areas		\$ 9,500.	Nil
Hill Street	Grading & Landscaping	\$ 80,000.	\$ 2,000.
** Scotts Park	Redevelopment	\$ 48,000.	\$ 1,000.
TOTAL		\$479,000.	\$ 20,300.

/mc

- * Previously committed by Parks and Recreation Committee
- ** Previously considered by Parks and Recreation Committee

REPORT OF THE TRANSPORT AND ENVIRONMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Transport and Environment Committee presents its TENTH Report for 1989 and respectfully recommends:

1. That the City Solicitor be authorized and directed to amend By-law 87-144 Appointing Municipal Weed Inspectors under The Weed Control Act, to permit the appointment of the following 16 inspectors:

P. Booker	C. Firth-Eagland
A. Boers	C. Gibbs
J. Bovaird	A. Mancini
P. Christie	D. Pomfret
D. Cowan	J. Pook
D. Danby	P. Tompkins
R. Dukworth	R. Wells
R. Farthing	R. Yanke

2. That a purchase order be issued to Eastflo Industrial Sales Inc., Stoney Creek, in the amount of \$13 901.40 for the supply and installation of Two (2) Recessed Impeller H.D. Submersible Pumps at City Hall, Property Department, in accordance with specifications issued by the Manager of Purchasing and Vendor's quotation.

NOTE: Lowest acceptable of three (3) quotations received. Funds provided in Major Maintenance Account No. CH56103 31330.

3. That purchase orders be issued for the provision of Sign Blanks, in accordance with Vendor's tenders as follows:

(a) Acme Identification Products/Owl-Lite Signs, Rexdale

In the amount of \$70 006.32

(b) Flaherty Manufacturing Company Limited, Hamilton

In the amount of \$22 195.00

(c) Mechanical Advertising Inc., Oshawa

In the amount of \$12 415.00

NOTE: Lowest of three (3) tenders received. Funds provided in Sign Material Account CH56154 75999.

4. That a purchase order be issued to Flex-O-Lite Ltd., St. Thomas, for the supply and delivery of Moisture Proof Drop-on Glass Beads, Traffic Operations, as and when required during 1989 at a cost of \$.2230 per pound, Provincial sales tax extra at 8%, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of four (4) tenders received. Funds provided in Pavement Marking Materials Account No. CH56153 75999.

5. That a purchase order be issued to 3M Canada Inc., London, for the supply and delivery of Reflective Sheeting, Traffic Operations, as and when required during 1989 in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Only tender received. Funds provided in Traffic Signs Materials Account No. CH56154 75999.

6. (a) That a purchase order be issued to Fortran Traffic Systems Ltd., Scarborough, for the supply and delivery of Pre-Timed Traffic Controllers, Traffic Operations, as and when required during 1989, at a unit cost of \$6,307, Provincial sales tax extra at 8%, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest acceptable of four (4) tenders received. Funds provided in Signals Material, Account No. CH56152 75999.

- (b) That a purchase order be issued to Tacel Ltd., Toronto, in the amount of \$41,835.02, Provincial sales tax extra at 8%, for the supply and delivery of Vehicle Actuated Traffic Controllers, Traffic Operations, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of four (4) tenders received. Funds provided in Signals Material, Account No. CH56152 75999.

7. That the application of Noel A. Campbell, Solicitor, on behalf of the present owner of 26 Morden Street retain the inadvertent encroachment consisting of a concrete porch and steps measuring 1.25m x 1.98m (4'-1" x 6'-6") be approved during the pleasure of Council provided:

- (a) That the owner enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss.
- (b) That a first year fee of \$125 and subsequent annual fee of \$20 be set for this privilege.
- (c) That the Mayor, City Clerk be authorized to sign and execute all necessary documents to implement this agreement.

8. That the application of Mr. Brian Mildren, President of Excalibur Properties and present owner of 91 Burton Street to retain the inadvertent encroachment consisting of wood veranda measuring 0.914m (3.0') x 5.02m (16.5') and wood steps measuring 0.97m (3.2') x 0.816m (2.7') be approved during the pleasure of Council provided:

- (a) That the owner enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss.
- (b) That a first year fee of \$125 and subsequent annual fee of \$20 be set for this privilege.
- (c) That the Mayor, City Clerk be authorized to sign and execute all necessary documents to implement this agreement.

9. That the application of Mr. Brian Mildren, President of Excalibur Properties and present owner of 89 Burton Street to retain the inadvertent encroachment consisting of a wood veranda measuring 0.628m (2.1') x 5.33 (17.5') and wood steps measuring 0.78m (2.6') x 0.78m (2.6') be approved during the pleasure of Council provided:

- (a) That the owner enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss.
- (b) That a first year fee of \$125 and subsequent annual fee of \$20 be set for this privilege.
- (c) That the Mayor, City Clerk be authorized to sign and execute all necessary documents to implement this agreement.

10. (a) That permission be granted to the City of Stoney Creek to erect directional signs on Centennial Parkway at the following locations:
 - i. Centennial Parkway, southbound, south of the Queen Elizabeth Way, in the west boulevard
 - ii. Centennial Parkway, southbound, south of Barton Street, on the west side of the Street
 - (b) That all costs associated with the supply, erection and maintenance of these signs be the responsibility of the City of Stoney Creek.
11. That the following City Streets be closed from 4:00 p.m. to 11:00 p.m. on Saturday, June 10, 1989 and on Sunday, June 11, 1989 in order that Comunita Racalmutise Maria Santissima Delmonte may hold a Street Festival:
- Colbourne Street from Park Street to MacNab Street
 - Sheaffe Street from Bay Street to easterly limits of Sheaffe Street
 - Park Street North from Mulberry Street to Barton Street

That the closures be approved during the pleasure of City Council provided:

- (a) That the applicant receive "Temporary Street Closure Application" approval from the Regional Police Department, Traffic Division, and that all barricading, detour signing and traffic control be subject to the direction of the Regional Police Department, and at the expense of the organizing group;
- (b) That temporary road closure signs be installed one week in advance by the City of Hamilton Traffic Department on the affected roadways, at the expense of the organizing group;
- (c) That the applicant ensure that clean-up operations will be carried out immediately before the re-opening of the roads, at no cost to the City;
- (d) That the applicant provide proof of \$1 000 000 public liability insurance, naming the City as an added insured party with a provision for cross liability, and holding the City harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss;
- (e) That the applicant reimburse the Regional Police, Department of Engineering, City of Hamilton Traffic Department and any other agency for any costs incurred by these agencies as a result of this event;
- (f) That no property owner or resident within the barricaded area be denied access to their property if requested;

- (g) That all property owners and tenants along the closed portion of the route be notified of the Street Festival by the applicant at least four weeks prior to the event in a form acceptable to the Commissioner of Engineering.
12. (a) That the Commissioner of Engineering be authorized to issue purchase orders on behalf of the City of Hamilton in connection with the 1989 maintenance costs for Automatic Protection at Level Crossings, as follows:
- | | |
|---------|----------|
| CN Rail | \$50 840 |
| CP Rail | \$79 000 |
- (b) That the expenditures be charges to Account No. CH57408 52010 (Railway Crossing Maintenance).
13. That the Commissioner of Engineering be authorized to approve banner applications from organizations that have received Council approval previously, provided the banner and application are in accordance with the policy guidelines and specifications approved by Council.
14. That By-law Amendments Number 89-23, 89-24, 89-44, 89-45, 89-62, 89-63, 89-77 and 89-78 which amended the former Traffic By-law 66-100 be passed as new By-law Amendments to amend the new Traffic By-law 89-72.
15. (a) That the existing commercial boulevard parking agreement between the City and Miran's Carpet Services Limited, registered as instrument No. 462313 C.D. to the property at No. 1146 Barton Street East, be discharged at the property owner's expense; and
- (b) That the City Solicitor be directed to prepare the necessary documents in relation to the discharge of this agreement; and
- (c) That the property owner be authorized to execute a revised boulevard parking agreement, which is satisfactory to the City Solicitor and the Director of Traffic Services, to allow parking on the boulevard of Fraser Avenue adjacent to 1146 Barton Street East.
16. (a) That the section of MacNab Street between York Boulevard and Cannon Street be operated two-way; and
- (b) That the section of MacNab Street between York Boulevard and Cannon Street be designated as a truck route.
- (c) That City Traffic By-law 89-72 be amended accordingly.

17. (a) That a stopping prohibition be implemented on the north side of Forest Avenue, commencing at a point 262 feet east of Catharine Street South and extending to a point 45 feet easterly therefrom; and
(b) That City Traffic By-law 89-72 be amended accordingly.
18. (a) That a "One Hour Parking Time Limit" regulation to be in effect 24 hours a day, seven days a week, be implemented on the north side of Colbourne Street between Park Street North and MacNab Street North; and
(b) That a "No Parking, 6:00 a.m. - 6:00 p.m., Monday to Friday" regulation be implemented on the south side of Brant Street commencing at a point 155 feet east of Birch Avenue and extending to a point 137 feet easterly therefrom; and
(c) That City Traffic By-law 89-72 be amended accordingly.
19. (a) That, in combination with the existing alternate side parking regulation, a permit parking regulation be implemented on the south side of Dunsmure Road commencing 78 feet west of Glassco Avenue and extending to a point 20 feet westerly therefrom, and on the north side of Dunsmure Road commencing 85 feet west of Glassco Avenue and extending to a point 20 feet westerly therefrom; and
(b) That the Director of Traffic Services be authorized to issue one parking permit to Mr. John Redden, 1172 Dunsmure Road; and
(c) That, in combination with the existing alternate side parking regulation, a permit parking regulation be implemented on the north side of Somerset Avenue commencing 190 feet west of Barnsdale Avenue North and extending to a point 20 feet westerly therefrom, and on the southside of Somerset Avenue commencing 247 feet west of Barnsdale Avenue North and extending to a point 20 feet westerly therefrom; and
(d) That the Director of Traffic Service be authorized to issue one parking permit to Mr. Joseph Znamecz, 43 Somerset Avenue; and
(e) That City Traffic By-law 89-72 be amended accordingly.

20. (a) That eastbound traffic on Wildewood Avenue be required to stop for northbound and southbound traffic on Kingslea Drive; and
- (b) That westbound traffic on Adler Avenue be required to stop for northbound and southbound traffic on Independence Drive; and
- (c) That City Traffic By-law 89-72 be amended accordingly.
21. (a) That the existing "Permit Parking" regulation on the west side of Park Street North between Barton Street and Colborne Street be removed; and
- (b) That the City Treasurer be authorized to refund to each permit holder the unexpired portion of the paid fee for each parking permit; and
- (c) That City Traffic By-law 89-72 be amended accordingly.
22. That a red overhead flashing light be installed at the intersection of Charlton Avenue and Locke Street.
23. For the information of Council, the Transport and Environment Committee, at its meeting held Monday, May 1, 1989, approved 47 proposed bus shelter locations in the City of Hamilton as appended hereto as Schedule "A", of which 44 shelters are to be installed subject to acquiring the applicable encroachment agreements.
24. That leave be granted to introduce the following Bills:
 - (a) B-57 By-law to incorporate Part 2, Plan 62R-10237 into Sinena Avenue
 - (b) B-58 By-law to incorporate Part 5, Plan 62R-10239 into Queen Victoria Drive
 - (c) B-59 By-law to incorporate Parts 2, 3 and 4, Plan 62R-10239 into Loconder Drive
 - (d) B-60 By-law to Authorized the Entering into of an Agreement with Laidlaw Waste Systems Ltd.
 - (e) B-61 By-law to Amend By-law 87-144 Respecting Municipal Weed Inspectors
 - (f) B-62 By-law to Amend By-law 87-92 to Regulate Traffic
 - (g) B-63 By-law to Amend By-law 87-92 to Regulate Traffic

- (h) B-64 By-law to Amend By-law 87-92 to Regulate Traffic
- (i) B-65 By-law to Amend By-law 87-92 to Regulate Traffic
- (j) B-66 By-law to Amend By-law 87-92 to Regulate Traffic
- (k) B-67 By-law to Amend By-law 87-92 to Regulate Traffic
- (l) B-68 By-law to Amend By-law 87-92 to Regulate Traffic
- (m) B-69 By-law to Amend By-law 87-92 to Regulate Traffic
- (n) B-70 By-law to Amend By-law 87-92 to Regulate Traffic
- (o) B-71 By-law to Amend By-law 87-92 to Regulate Traffic

- *25. (a) That a Permit Parking Regulation be implemented on the east side of Fairfield Avenue North commencing at a point 26 feet south of Vansitmart Avenue and extending to a point 40 feet southerly therefrom; and
- (b) That the Director of Traffic Services be authorized to issue one parking permit to Mr. R. Gallagher, 350 Fairfield Avenue North and one permit to Mr. N. Bothen, 352 Fairfield Avenue North; and
- (c) That City Traffic By-law 89-72 be amended accordingly.

RESPECTFULLY SUBMITTED,

Robert C. Prowse
Secretary
Attach.

ALDERMAN D. CHRISTOPHERSON
ACTING CHAIRMAN
TRANSPORT AND ENVIRONMENT COMMITTEE

/lp

1989 May 01

* Section 25 added during Council

1989 PROPOSED SHELTER LOCATIONS (sorted by warrant score)
CITY OF HAMILTON

PAGE 1 OF 2

April 25, 1989

NO.	STOP #	LOCATION	SHELTER TYPE	CORNER	WARRANT SCORE	REQUEST ORIGIN	ENCR. REQ'D.
1	51025	CONCESSION ST. @ UPPER SHERMAN AVE.	NAD	S/W	88	CITIZEN	*
2	72367	MELVIN AVE. OPP. ADAIR ST.	NAD	N/SIDE	85	CITIZEN	YES
3	61204	FENNELL AVE. @ WEST 5TH ST.	AD	S/SIDE	83	CITIZEN, COUN. ROSS	YES
4	72101	BURLINGTON ST. @ JOHN ST.	AD	N/E	82	CITIZEN, COUN. AGRO	YES
5	72365	MELVIN AVE. @ PARKDALE AVE.	CAN	N/E	81	CITIZEN	NO
6	72303	BARTON ST. @ WELLINGTON ST.	CAN	N/E	81	CITIZEN	NO
7	72739	MAPLEWOOD AVE. @ BLAKE ST.	NAD	N/E	79	CITIZEN	YES
8	61304	MOHAWK RD. V. @ WEST 5TH ST.	AD	S/E	79	CITIZEN, COUN. ROSS	NO
9	51025	CONCESSION ST. @ HENDERSON HOSPITAL	AD	N/SIDE	78	HENDERSON HOSPITAL	YES
10	80008	JAMES ST. N. @ KING ST. V.	LG	N/W	77	CITIZENS	NO
11	50523	UPPER OTTAWA ST. @ MOHAWK RD. E.	NAD	N/E	77	TRINITY REPLACEMENT	NO
12	72360	MELVIN AVE. @ PARKDALE AVE.	CAN	S/W	76	CITIZEN	NO
13	50029	UPPER JAMES ST. @ CHIPMAN AVE.	AD	S/E	76	CITIZEN	NO
14	90804	KING ST. V. @ JAMES ST. N.	LG	N/W	75	CITIZENS	NO
15	72729	DELAVARE AVE. @ SANFORD AVE.	NAD	N/E	73	KINGDOM HALL CHURCH	NO
16	70809	OTTAWA ST. N. @ BARTON ST. E.	NAD	S/E	73	SHELTER RELOCATION	NO
17	72549	KING ST. E. @ KENILWORTH AVE.	AD	N/E	72	CITIZEN	NO
18	72633	MAIN ST. E. @ BALMORAL AVE.	AD	N/E	71	CIT., SHELTER RELOCT'N	YES
19	50325	UPPER SHEPHERD AVE. @ BERKO AVE.	NAD	S/E	71	CITIZEN	YES
20	71414	BEACH BLVD. @ GRANVILLE AVE.	AD	N/W	71	COUN. AGOSTINO	NO
21	60110	WEST 5TH ST. @ FENNELL AVE.	AD	S/W	69	CITIZEN	NO
22	50704	NEBO RD. @ RYMAL RD.	NAD	N/W	68	CITIZEN	*
23	61411	LIMERIDGE RD. V. @ KENDALE CRT.	NAD	S/E	67	CITIZEN	NO
24	71340	QUIGLEY RD. @ GREENHILL AVE.	NAD	N/W	66	H.S.R. STAFF	YES

LEGEND:

AD - Advertising shelter
 NAD - Non Advertising shelter
 CAN - Canopy shelter
 LG - Large Advertising shelters for Downtown
 * - Under investigation
 ENCR. REQ'D - Encroachment required

TABLE 1 Cont.

PAGE 2 OF 2

1989 PROPOSED SHELTER LOCATIONS (sorted by warrant score)
CITY OF HAMILTON

April 25, 1989

NO.	STOP #	LOCATION	SHELTER TYPE	CORNER	WARRANT SCORE	REQUEST ORIGIN	ENCR. REQ'D.
25	72126	BURLINGTON ST. @ BIRMINGHAM	NAD	S/W	66	TRINITY REPLACEMENT	NO
26	70919	KENILWORTH AVE. N. @ CANNON ST. E.	AD	S/E	65	TRINITY REPLACEMENT	NO
27	72579	KING ST. @ OWEN PL.	AD	N/E	65	CITIZEN	*
28	60205	GARTH ST. OPP. DENLOW AVE.	AD	E/SIDE	65	CITIZEN	NO
29	50215	UPPER WENTWORTH ST. @ EAST 24TH ST.	NAD	S/E	64	CITIZEN	NO
30	50611	UPPER KENILWORTH AVE. @ FENNEL AVE.	NAD	S/E	64	CITIZEN	YES
31	71321	NASH RD. @ DENTEN ST.	NAD	E/SIDE	64	COUN. ROSS	*
32	51524	STONE CHURCH RD. E. @ LEAWAY AVE.	NAD	S/W	60	CITIZEN	NO
33	50111	UPPER JAMES ST. @ MC ELROY RD.	AD	S/E	60	CITIZEN	NO
34	61526	UPPER HORNING RD. OPP. AMALFI ST.	NAD	S/SIDE	59	CITIZEN, COUNC. ROSS	*
35	72124	BURLINGTON ST. @ WILCOX ST.	NAD	N/W	59	TRINITY REPLACEMENT	NO
36	60107	WEST 5TH ST. @ #133	AD	E/SIDE	59	COUN. MURRAY & ROSS	NO
37	60202	GARTH ST. BTWN SCENIC DR. & DENLOW AVE.	AD	W/SIDE	58	CITIZEN	NO
38	71136	MOUNT ALBION RD. @ ALBRIGHT RD.	AD	N/W	58	CITIZEN	YES
39	61226	SANATORIUM RD. @ #449	NAD	S/SIDE	57	TRINITY REPLACEMENT	NO
40	50211	UPPER WENTWORTH ST. @ MAC LENNAN AVE.	NAD	S/E	57	CITIZEN	NO
41	50133	UPPER WELLINGTON ST. @ 1355/1423	NAD	E/SIDE	57	CITIZEN, STOP RELOCATION	NO
42	60227	GARTH ST. @ GARROW DR.	NAD	S/E	56	TRINITY REPLACEMENT	NO
43	51036	CONCESSION ST. @ EAST 38TH ST.	NAD	S/W	56	CITIZEN	*
44	81234	WHITNEY AVE. @ RIFLE RANGE RD.	NAD	S/W	53	CITIZEN	NO
45	51330	MOHAWK RD. E. @ PALMER RD.	NAD	S/W	52	CITIZEN	NO
46	50250	UPP. WENTWORTH ST. @ STONE CHURCH RD. E.	NAD	N/W	49	CITIZEN	*
47	50435	UPPER GAGE AVE. @ LOCONDER DR.	NAD	S/E	49	TRINTIY REPLACEMENT	NO

LEGEND:

AD - Advertizing shelter
 NAD - Non Advertizing shelter
 CAN - Canopy shelter
 LG - Large Advertizing shelters for Downtown
 * - Under investigation
 ENCR. REQ'D - Encroachment required

REPORT OF THE PARKS AND RECREATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Parks and Recreation Committee presents its TWELFTH Report for 1989 and respectfully recommends:

- * 1. (a) That the following approvals be granted to the Hamilton Ladies Slo-Pitch Association, in conjunction with their upcoming Annual Tournament scheduled for June 30 to July 3, 1989:
 - i. To sell beer in a confined area, outside of Rosedale Arena at a location satisfactory to city staff.
 - ii. To sell beer in a confined area at Globe Park at a location satisfactory to city staff.
- (b) That permission for the above events be subject to the following terms and conditions:
 - i. That proof of \$2 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury naming the City as co-insured be provided.
 - ii. That the applicant meet all requirements of the Liquor Licence Board of Ontario for issuance of Special Occasion Permits.
 - iii. That the applicant assume responsibility for all labour related costs as a result of this event.
 - iv. That the concessionaire be contacted to make the necessary arrangements for the provision of food.
 - v. That special duty officers deemed necessary by the Hamilton-Wentworth Regional Police be provided at the applicants expense.

NOTE: Approvals are required pursuant to By-Law 77-221.

- *2. That the Cari-Can Festival organizers be granted permission to sell food and alcoholic beverages on the occasion of the Cari-Can Festival, August 18th to 20th, 1989 in Dundurn Park pavilion, subject to the following terms and conditions:
- (a) That proof of \$2 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury be provided, same to be submitted 30 days in advance of the event and naming the City as co-insured.
 - (b) That the applicant assume responsibility for all labour related charges associated with the event, (set-up, dismantling, clean-up, etc.)
 - (c) That alcoholic beverages be served in the confined area of the pavilion.
 - (d) That the applicant adhere to all regulations stipulated by the Liquor Licence Board in the provision of alcoholic beverages.
 - (e) That Special Duty Officers as deemed necessary by the Hamilton-Wentworth Regional Police be provided at the applicants expense.
3. That approval be given of the action taken by the Acting Director of Culture and Recreation in approving the request of the International Christian Bikers Association to sell food and non-alcoholic beverages in conjunction with their Motorcycle Show, being held on Saturday, May 06, 1989 in Dundurn Park.
4. That permission be granted Kirkendall Strathcona Neighbourhood House to barbecue at Victoria Park, in conjunction with their annual picnic to be held on June 25, 1989 or in case of rain, July 9, 1989.

NOTE: Approval is required pursuant to Parks By-law 77-221

- ** 5. That the Hamilton & District Labour Council be granted permission to sell food and alcoholic beverages on the occasion of their Labour Day Picnic, to be held Monday September 4, 1989 at Dundurn Park, subject to the following terms and conditions:
- (a) That proof of \$2 million General Liability Insurance for Property Damage and Bodily Injury, naming the city as co-insured be provided.
 - (b) That the applicant assume responsibility for all labour charges associated with the event (set-up, clean-up, etc.).

* Recorded vote, see page 733

** Recorded vote, see page 733

- (c) That alcoholic beverages be served in the confined area of the pavilion.
- (d) That the applicant adhere to the regulations stipulated by the Liquor Licence Board in the provision of alcoholic beverages.
- (e) That Special Duty Officers as deemed necessary by the Hamilton-Wentworth Regional Police be provided at the applicants expense.

6. That a purchase order be issued to ADT Security System, Hamilton, in the amount of \$16 925 for the upgrading of the existing security system at Dundurn Castle in accordance with Vendor's quotation.

NOTE: Only quotation requested. Funds provided in Security Account No. CH56333 71001.

7. (a) That a purchase order be issued to Isbister Restoration, Dundas, in the amount of \$90 335 for the restoration of the Hamilton Museum of Steam and Technology, accordance with specifications issued by Alan Seymour, Restoration Architect and Vendor's proposal.

- (b) That a contract be entered into satisfactory to the City Solicitor.

NOTE: Lowest acceptable of five (5) proposals received. The total cost for this project is funded by grants from the Region, the Ontario Heritage Foundation and the Ministry of Culture and Communications.

8. (a) That a purchase order be issued to W. H. Reynolds (Cambridge Ltd.), to supply and install bleachers for the disabled at Ivor Wynne Stadium in accordance with the revised specifications.

- (b) That the cost to supply and install these bleachers \$21 058 be charged to Account No. CH 56103 62910 Stadium Improvement Account.

9. For the information of Council, Mrs. Carmen Nemeth was appointed to the Arts Advisory Sub-Committee (with a term of office to expire with the term of Council) to fill the citizen member vacancy created by the non-acceptance of membership by Ms. Pegi McGillivray. This appointment was made by the Parks and Recreation Committee at its meeting held Tuesday, May 2, 1989.

10. That the following Statement of Purpose for the Gift Shop at Dundurn castle BE APPROVED:

The Dundurn castle Gift Shop is owned and operated by the Corporation of the City of Hamilton, under the direction of the Department of Culture and Recreation.

It has been established: a) as the initial contact point for Dundurn castle to sell admission tickets and merchandise b) to provide visitor information (c) to generate revenue for the City of Hamilton.

The items sold in the Shop will reflect the Castle and the collection. They will be appropriate to a museum setting but will not include original artifacts from the Dundurn collection or other sources. The merchandise will be suitable in price, quality and variety for those visiting the facility.

The Shop is there to serve the visitors to Dundurn castle and the park area, as well as the residents of Hamilton and surrounding area.

This statement may not be altered without the consent of the Corporation of the City of Hamilton.

11. (a) That APPROVAL be given to the transfer of ownership of the 1913 Pumping Station, just east of the 1859 Pumphouse, to be transferred from the Regional Municipality of Hamilton-Wentworth to the Corporation of the City of Hamilton, at a date to be determined during 1989; and
- (b) That the Regional Engineering Department continue to maintain the building and assume all normal operating expenses and overhead for 1989.

05/09/89

12. For the information of Council, the Parks and Recreation Committee, at its meeting held Tuesday, May 2, 1989, approved the agreement outlining the purchase by the City of Hamilton of the Ivor Wynne Stadium scoreboard and concession equipment from Maple Leaf Gardens Ltd. and the agreement for the scoreboard maintenance contract, as outlined in a May 2, 1989 letter from Martin and Martin, as per Section 1 of the SEVENTH Report of the Parks and Recreation Committee adopted by Council on March 14, 1989.

RESPECTFULLY SUBMITTED.

Robert C. Prowse,
Secretary

ALDERMAN T. MURRAY, CHAIRMAN
PARKS AND RECREATION COMMITTEE

1989 May 02

/lp

REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Planning and Development Committee presents its THIRTEENTH Report for 1989 and respectfully recommends:

1. That the Building Commissioner **BE AUTHORIZED** to issue demolition permits for the following properties:
 - (a) 318 Jackson Street West
 - (b) 882 Upper Wentworth Street
2. That the Director of Community Development **BE AUTHORIZED** to process the following grant/loan(s) in the amounts not to exceed \$7,500. The actual amount of grant or loan to be determined by inspection of the property under the Property Standards By-law 74-74 and pursuant to Regulation 506 (R.R.O. 1980) under The Housing Development Act for the Ontario Home Renewal Programme.
 - (a) Hugh & Verna Adams
603 Queensdale Avenue East
 - (b) Stephen & Margaret Mark
9 Coral Drive
 - (c) William & Helen Stewart
19 East 15th Street
 - (d) Maria Hanas
179 West 26th Street
3. That **APPROVAL** be given to Zoning Application 88-26, J.C. Leech-Porter, owner, for a further modification to the "E" (Multiple Dwellings, Lodges, Clubs, etc.) District regulations for lands located at 1780, 1790, 1796 and 1808 Main Street West, applicable to the lands shown as Block "2" on the attached map marked as APPENDIX "A", on the following basis:
 - (a) That the "E" (Multiple Dwellings, Lodges, Clubs, etc.) District regulations as contained in Section 11 of Zoning By-law No. 6593, as amended by By-law No. 89-126, applicable to the lands shown as Block "2" on the attached map marked as APPENDIX "A", be further modified to include the following variance as a special requirement:

- (i) That Section 4 of By-law No. 89-126 be amended by adding the following as clause (f), and renumbering clauses (f) and (g) as (g) and (h):
 - (f) That notwithstanding Table 3 referred to in Section 18A.(1)(c) of By-law No. 6593, not less than two (2) loading spaces having a minimum size of 9.0m (length) x 3.7m (width) x 4.3m (height) shall be required for a senior citizens multiple dwelling that contains not more than 143 dwelling units;
- (b) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1113a, and that the subject lands on Zoning District Maps W-50 and W-51 be notated S-1113a;
- (c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Maps W-50 and W-51 for presentation to City Council;
- (d) That the proposed modification in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to amend By-law No. 89-126 by further modifying the proposed "E" (Multiple Dwellings, Lodges, Clubs, etc.) District zoning for lands located at 1780, 1790, 1796 and 1808 Main Street West.

The effect of the By-law is to allow for the provision of two loading spaces having a minimum size of 9.0m (length) x 3.7m (width) x 4.3m (height), whereas two loading spaces having a minimum size of 9.0m (length) x 3.7m (width) x 4.3m (height) and 18.0m (length) x 3.7m (width) x 4.3m (height) are required, in conjunction with a senior citizens multiple dwelling containing not more than 143 dwelling units.

- 4. That the Regional Municipality of Hamilton-Wentworth BE REQUESTED to grant a one year extension to the draft approval for "Ridgeview Estates" subdivision (Regional File No. 25T-76046).
- 5. That By-law 88-230, in its entirety, BE REPEALED since it has been rendered invalid as a result of Bill 128 which prohibits municipalities from distinguishing between unrelated and related persons respecting the occupancy of a building.

NOTE: On 1989 February 27, the Province amended the Planning Act to make it illegal for municipalities to distinguish between related and unrelated persons, respecting the occupancy of a building. Accordingly, the "Family" definition (established by By-law 88-230) contained in Zoning By-law 6593 is now invalid.

In addition, By-law 88-230 amended other sections of the Zoning By-law to ensure that the Zoning By-law remained consistent vis a vis the introduction of the new "Family" definition. In particular, the provisions of Zoning By-law 6593 dealing with lodgers was revoked and incorporated into the definition of "Family" as enacted by By-law 88-230. Since the new definition of "Family" is no longer valid, lodgers are prohibited in Class "A" dwelling units. This is inconsistent with the intent of the Zoning By-law.

6. That APPROVAL be given to the following Neighbourhood Plan amendments:

- (a) That the approved Corktown Neighbourhood Plan be amended by redesignating the lands at 175 Hunter Street East, as shown as Block "1", on Schedule "A" attached herewith and marked APPENDIX "B", from "Medium Density Apartments" to "High Density Apartments".
- (b) That the approved North End East Neighbourhood Plan be amended as follows:
 - (i) By redesignating the lands on the east side of James Street North between Macauley Street East and Wood Street East, as shown as Block "1" on Schedule "B" attached herewith and marked APPENDIX "C", from "Single and Double" residential to "Attached Housing".
 - (ii) By redesignating the lands on the north side of Macauley Street East and east of James Street North, as shown as Block "2" on Schedule "B" attached herewith and marked APPENDIX "C", from "Single and Double" residential to "Attached Housing".
 - (iii) By redesignating the lands on the east side of James Street North between Simcoe Street East and Ferrie Street East, as shown as Block "3" on Schedule "B" attached herewith and marked APPENDIX "C", from "Low Density Apartments" to "Attached Housing".
 - (iv) By redesignating the lands on the east side of James Street North between Strachan Street East and Simcoe Street East, as shown as Block "4" on Schedule "B" attached herewith and marked APPENDIX "C", from "Low Density Apartments" to "Attached Housing".
- (c) That the approved Rushdale Neighbourhood Plan be amended by redesignating the lands on the north side of Stone Church Road East adjacent to the Hydro Right-of-Way, as shown as Block "1" on Schedule "C" attached herewith and marked APPENDIX "D", from "Single and Double" residential to "Attached Housing".

- (d) That the approved Strathcona Neighbourhood Plan be amended as follows:
- (i) The Special designation of reference to City Council Minutes dated 1980 June 24, be removed from the lands between Margaret Street and Locke Street South, between Main Street West and King Street West, as shown as Block "1" on Schedule "D" attached herewith and marked APPENDIX "E".
 - (ii) By redesignating the lands on the east side of Margaret Street between Main Street West and King Street West, as shown as Block "2" on Schedule "D" attached herewith and marked APPENDIX "E", from "Single and Double" residential to "Attached Housing".
- (e) That the approved Thorner Neighbourhood Plan be amended by redesignating the dead end portion of Deerborn Drive adjacent to 2 Southampton Drive, as shown as Block "1" on Schedule "E" attached herewith and marked APPENDIX "F" from "Road Allowance" to "Parks and Recreational".
- (f) That the approved Trenholme Neighbourhood Plan be amended by redesignating the lands at the south east corner of Upper Ottawa Street and Limeridge Road East, as shown as Block "1" on Schedule "F" attached herewith and marked APPENDIX "G", from "Attached Housing" to "Civic and Institutional".
- (g) That the approved Vincent Neighbourhood Plan be amended by redesignating the lands on the east side of Quigley Road between the T.H. & B. Railway and Tindale Court, as shown as Block "1" on Schedule "G" attached herewith and marked APPENDIX "H", from "Commercial" to "Civic and Institutional".

NOTE: The purpose of the amendments to the Neighbourhood Plans is to recognize current land use which will remain for the indeterminate future and to redesignate properties which are no longer suitable for its designed use, due to adjacent development.

These amendments have been identified through administration of Neighbourhood Plans, and are part of the housekeeping process.

7. That APPROVAL be given to Zoning Application 88-113, Wellington Chase Inc., owner, for a change in zoning from "RT-20" (Townhouse - Maisonette) District to "C" (Urban Protected Residential, etc.) District, for the rear part of properties municipally known as 3 and 7 Bonaparte Road, as shown on the attached map marked as APPENDIX "I", on the following basis:

- (a) That the subject lands be rezoned from "RT-20" (Townhouse - Maisonette) District to "C" (Urban Protected Residential, etc.) District;

- (b) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-18D for presentation to City Council;
- (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning area; and
- (d) That the Barnstown Neighbourhood Plan be amended by redesignating the subject lands from "Attached Housing" to "Single and Double" residential.

NOTE: The purpose of the By-law is to provide for a change in zoning from "RT-20" (Urban Protected Residential, etc.) District, for the rear part of properties municipally known as 3 and 7 Bonaparte Road.

The effect of the By-law is to establish uniform zoning for the two residential lots fronting onto Bonaparte Road, to permit the construction of two single-family detached dwellings.

8. That **APPROVAL** be given to Zoning Application 88-135, Lawrence Richard Desaulniers, lessee, for a modification to the established "K" (Heavy Industry) District to legalize seven lodging rooms in conjunction with the existing tavern for the property located at 172 Beach Road, as shown on the attached map marked as **APPENDIX "J"**, on the following basis:
- (a) That the "K" (Heavy Industry) District regulations as contained in Section 17 of Zoning By-law No. 6593, applicable to the subject lands, be modified to include the following variance as a special requirement:
 - (i) That notwithstanding Section 17.(1) a lodging house for the accommodation of a maximum of seven (7) persons shall be permitted within the existing building;
 - (ii) That notwithstanding Section 18A.(1) no parking shall be required for the lodging house referred to in (i) above.
 - (b) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1125, and that the subject lands on Zoning District Map E-42, be notated S-1125;
 - (c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-42 for presentation to City Council;
 - (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for a modification to the established "K" (Heavy Industry) District zoning for lands located at 172 Beach Road.

The effect of the By-law is to permit a lodging house for the accommodation of a maximum of seven (7) persons within the existing building ("R" Place Tavern).

In addition, the By-law provides a variance to waive the requirement for the provision of four (4) parking spaces for the lodging house.

9. That **APPROVAL** be given to Zoning Application 89-09, Giovanni Marazzato, owner, for a change in zoning from "B-1" (Suburban Agriculture and Residential, etc.) District to "C" (Urban Protected Residential, etc.) District for property located at 142 Stone Church Road West, as shown on the attached map marked as **APPENDIX "K"**, on the following basis:

- (a) That the subject lands be rezoned from "B-1" (Suburban Agriculture and Residential, etc.) District to "C" (Urban Protected Residential, etc.) District;
- (b) That the Section 2 of By-law No. 66-134 passed by City Council on 1966 April 26, be deleted and that the subsequent sections be appropriately amended;
- (c) That the City Solicitor be directed to prepare a by-law to amend Zoning By-law No. 6593 and Zoning District Map W-9C for presentation to City Council;
- (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for a change in zoning from "B-1" (Suburban Agriculture and Residential, etc.) District to "C" (Urban Protected Residential, etc.) District for property located at 142 Stone Church Road West.

The effect of the By-law is to create a building lot for a single-family detached dwelling, fronting onto Stone Church Road West.

10. That **APPROVAL** be given to Zoning Application 89-26, Linda MacKenzie and Sharon Addison, lessees, for a modification to the established "M-14" (Prestige Industrial) District, for property located at 10 Hempstead Drive, as shown on the attached map marked as **APPENDIX "L"**, on the following basis:

- (a) That the "M-14" (Prestige Industrial) District regulations as contained in Section 17F of Zoning By-law No. 6593, applicable to the subject lands be modified to include the following variance:

- (i) That notwithstanding Section 17F(1)(b) of Zoning By-law 6593, the following commercial uses shall be permitted within the existing building:

<u>Commercial Uses</u>		<u>Identification</u>
		<u>No.</u>
1.	Other Amusement and Recreational Services n.e.c., restricted to:	9699
1.1	An indoor miniature golf course.	
2.	Licensed Restaurant, only in conjunction with an indoor miniature golf course.	9211
3.	Unlicensed Restaurant (excluding drive-in), only in conjunction with an indoor miniature golf course.	9212

- (b) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1124, and that the subject lands on Zoning District Map E-59D be notated S-1124;
- (c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-59D for presentation to City Council; and,
- (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of this By-law is to modify the established "M-14" (Prestige Industrial) District for property located at 10 Hempstead Drive.

The effect of the By-law is to permit the following additional uses within the existing building:

- (a) indoor miniature golf course; and,
- (b) a restaurant in conjunction with the indoor miniature golf course.

11. (A) That APPROVAL be given to Official Plan Amendment No. 77 to redesignate the subject lands from:

- (a) "Open Space" to "Residential";
- (b) "Residential" to "Open Space";
- (c) "Major Institutional" to "Open Space"; and
- (d) "Major Institutional" to "Residential";

and that the City Solicitor be directed to prepare a by-law to amend the Official Plan for submission to the Regional Municipality of Hamilton-Wentworth.

(B) That APPROVAL be given to Zoning Application 89-11, Di Cenzo Construction Co. Ltd., owner, for changes in zoning from "AA" (Agricultural) District to "A" (Conservation, Open Space, Park and Recreation) District (Block "1"), to "C" (Urban Protected Residential, etc.) District (Blocks "2" and "8") to "R-4" (Small Lot Single-Family Detached) District (Blocks "3" and "4"), and to "RT-20" (Townhouse - Maisonette) District (Blocks "5", "6" and "7"), for lands located south of Rymal Road East and east of Miles Road, as shown on the attached map marked as APPENDIX "M", on the following basis:

- (a) That the lands described as Block "1" be rezoned from "AA" (Agricultural) District to "A" (Conservation, Open Space, Park and Recreation) District;
- (b) That the lands described as Blocks "2" and "8" be rezoned from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District;
- (c) That the lands described as Blocks "3" and "4" be rezoned from "AA" (Agricultural) District to "R-4" (Small Lot Single-Family Detached) District;
- (d) That the lands described as Blocks "5", "6" and "7" be rezoned from "AA" (Agricultural) District to "RT-20" (Townhouse-Maisonette) District;
- (e) That the "RT-20" (Townhouse-Maisonette) District regulations as contained in section 10E of Zoning By-law No. 6593 applicable to the lands described as Blocks "5", "6" and "7" be modified to include the following variance as a special provision:
 - (i) That Section 10E(2)(a)3. shall not apply;
- (f) That the City Solicitor be directed to prepare a by-law to amend Zoning By-law No. 6593 and Zoning District Maps E-38E and E-49E for presentation to City Council;
- (g) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1126, and that the subject lands on Zoning District Maps E-38E and E-49E be notated S-1126;

- (h) That the proposed change in zoning will be in conformity with the Official Plan for the Hamilton Planning Area upon the approval of Official Plan Amendment No. 77 by the Regional Municipality of Hamilton-Wentworth;
- (i) That the Broughton East and Broughton West Neighbourhood Plans be appropriately amended in accordance with the attached maps marked as APPENDICES "N" and "O".

NOTE: The purpose of the By-law is to provide for the following changes in zoning for property located south of Rymal Road East and east of Miles Road;

- (a) Block "1" - Change from "AA" (Agricultural) District to "A" (Conservation, Open Space, Park and Recreation) District;
- (b) Blocks "2" and "8" - Change from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District;
- (c) Blocks "3" and "4" - Change from "AA" (Agricultural) District to "R-4" (Small Lot Single-Family Detached) District;
- (d) Blocks "5" "6" and "7" - Change from "AA" (Agricultural) District to "RT-20" (Townhouse-Maisonette) District, modified.

The effect of the By-law is to permit development of the subject lands on the following basis:

- (e) Block "1" - Establish an Open Space Area (Parkland);
 - (f) Blocks "2" and "8" - Permit development for single-family detached dwellings;
 - (g) Blocks "3" and "4" - Permit development for "small lot" single-family detached dwellings;
 - (h) Blocks "5" "6" and "7" - Permit development for townhouses, excluding street townhouses.
- (C) That APPROVAL be given to Subdivision Application 88-19, Di Cenzo Construction Co. Ltd., owner, to establish a draft plan of subdivision south of Rymal Road and west of Upper Gage Avenue subject to the following conditions:

- (a) That approval apply to the plan prepared by A. J. Clarke and Associates, dated 1988 September 19, revised to show 282 lots, 8 blocks (Blocks "282" to "290") for development with adjacent lands, 3 blocks (Blocks "291", "292" and "293") for townhouse development, 1 block (Block "294") for park purposes, 2m x 2m daylight triangles at L-shaped roadways, 12m x 12m daylight triangles at the intersection of Upper Gage Avenue and Street "C", a widening on Street "C" to 26.0m road width, 4 blocks (Blocks "295" to "299") for 0.3m reserves, a 15m radius turnaround road and a relotting of lots fronting on Upper Gage Avenue.
- (b) That the road allowances be dedicated as a public highway on the final plan.
- (c) That the streets be named to the satisfaction of the City of Hamilton and the Regional Municipality of Hamilton-Wentworth.
- (d) That the final plan conform with the Zoning By-law approved under The Planning Act.
- (e) That the owner convey 5% of the lands included in the plan to the City of Hamilton for park purposes, said conveyance to comprise part of Block "294".
- (f) That such easements as may be required for utility or drainage purposes be granted to the appropriate authority.
- (g) That the owner provide the City of Hamilton with a certified list showing the net area and width of each lot and block in the final plan.
- (h) That the dead-ends and open sides of the road allowances (Blocks "295" to "299") created by the plan be terminated in 0.3m reserves to be conveyed to the City of Hamilton and be held by the City until required for the future extension of the road allowances or development of adjacent lands.
- (i) That Blocks "282" to "290" inclusive be developed only in conjunction with abutting lands.
- (j) That the owner shall erect a sign in accordance with Section XI of the subsequent Subdivision Agreement prior to the issuance of a final release by the City of Hamilton.
- (k) That the owner establish a 15.0m turnaround road at the termination of Beaverbrook Avenue, a road which was draft approved under Regional File No. 25T-79018 (Lillian Heights).
- (l) That the owner agree in writing to satisfy all the requirements, financial and otherwise, of the City of Hamilton.

- (m) That a Subdivision Agreement be entered into by the Corporation of the City of Hamilton and the owner to provide for compliance with the conditions of approval established by the Hamilton-Wentworth Region with respect to this application (SA-88-19), Di Cenzo Construction Co. Ltd, owner, proposed draft plan of subdivision, and that the City execute the agreement when the said conditions have been met and the City's share of the cost of installing municipal services has been approved by City Council.

12. That the Falkirk East Neighbourhood Plan land use designations BE **AMENDED** as shown on Map 1, attached herewith and marked **APPENDIX "P"**.

NOTE: The Parks and Recreation Committee forwarded a land exchange proposal to the Planning and Development Committee for consideration. The request to exchange the lands was made by the Hamilton-Wentworth Roman Catholic Separate School Board. This request requires a neighbourhood plan amendment before it can be processed by the Parks and Recreation Committee.

From a planning point of view, the land exchange would be beneficial to the neighbourhood residents. It provides for a direct access to the proposed separate secondary school from Upper Paradise Road. This would reduce traffic associated with the secondary school on the interior streets of the neighbourhood.

The proposed land exchange would meet the City's planning objectives. Therefore, the requested land exchange should be granted.

13. That leave BE **GRANTED** to introduce the following Bills:

- (a) **Bill D-51** A By-law to adopt Official Plan Amendment No. 75 respecting land known municipally as 1170 to 1200 Upper James Street, within the Kernighan Neighbourhood.
- (b) **Bill D-52** A By-law to adopt Official Plan Amendment No. 76 respecting lands located at the south-west corner of Rymal Road East and Ryckman Street, within the Allison Neighbourhood.
- (c) **Bill D-53** A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 10 Hempstead Drive.

05/09/89

*14. That APPROVAL be given in part to Zoning Application 88-80, Mr. L.W. Bertrand, Mr. R. Gallager and Mr. J. Ferguson, owners, for a change in zoning (Block 2) from "AA" (Agricultural) District to "DE-3" (Multiple Dwellings) District for the front part of properties located at Nos. 1500, 1514, and 1522 Upper Ottawa Street, as shown on the attached map marked as APPENDIX "Q" on the following basis:

- (a) That the lands described as Block 2 be rezoned from "AA" (Agricultural) District to "DE-3" (Multiple Dwellings) District;
- (b) That the City Solicitor be directed to prepare a By-law to amend Zoning By-Law No. 6593 and Zoning District Map E-49D for presentation to City Council;
- (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.
- (d) That the Templemead Neighbourhood Plan be amended by redesignating the following:
 - (i) Block 2 - From "Attached Housing" to "Low Density Apartments".

NOTE: The purpose of this By-Law is to provide for changes in zoning for the front part of properties located at Nos. 1500, 1514 and 1522 Upper Ottawa Street, on the following basis:

- (a) Block 2 - From "AA" (Agricultural) District to "DE-3" (Multiple Dwellings) District.

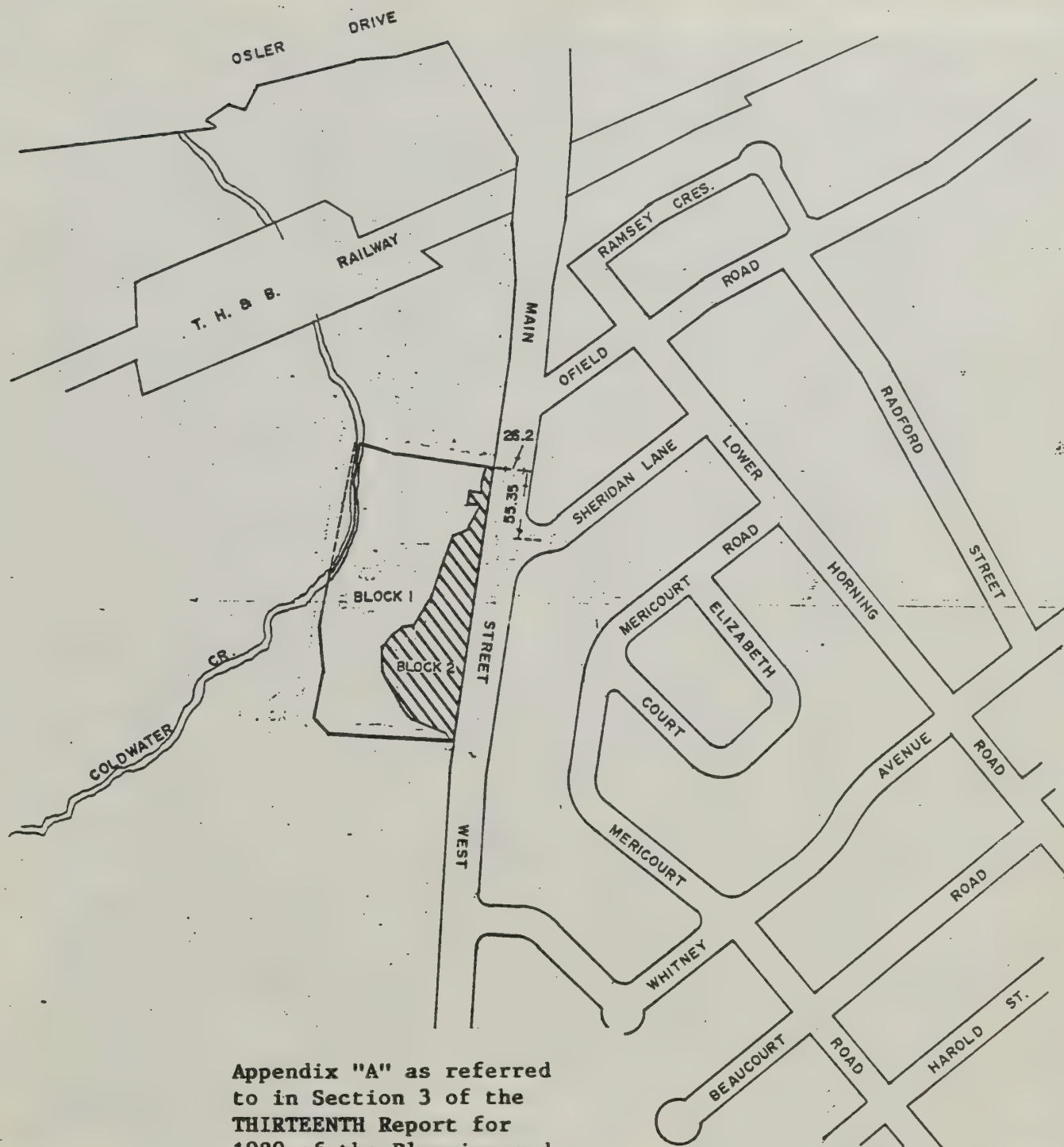
The effect of the By-law is to permit low density apartment and/or townhouse development on the lands described as Block 2. Block 1 of this Zoning Application was approved in an amended Section 10 of the FIRST Report for 1989 of the Planning and Development Committee by City Council at its meeting held 1989 January 10th.

Respectfully submitted,

ALDERMAN J. SMITH, CHAIRMAN
PLANNING AND DEVELOPMENT COMMITTEE

Susan K. Reeder
Secretary
1989 April 26

* Section 14 added during Council



Appendix "A" as referred
to in Section 3 of the
THIRTEENTH Report for
1989 of the Planning and
Development Committee.

NOTE: ALL DIMENSIONS ARE IN METRES

CITY OF HAMILTON

APPENDIX "A"

Regional Municipality of Hamilton-Wentworth
Planning and Development Department

Legend



"E-H" (Multiple Dwellings, Lodges, Clubs, etc.)
District, Modified.

North



Scale

NOT TO SCALE

Date

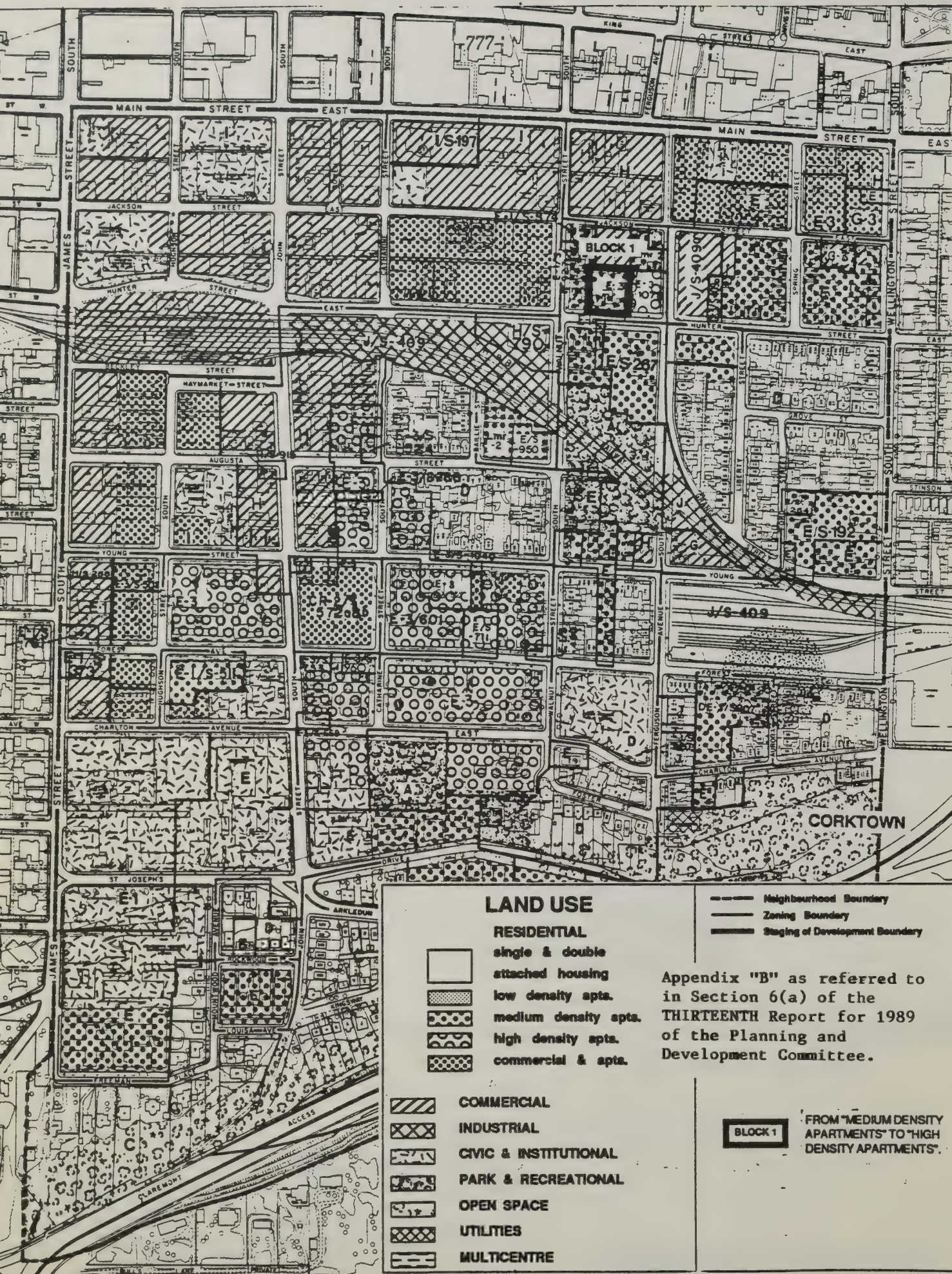
FEB., 1989

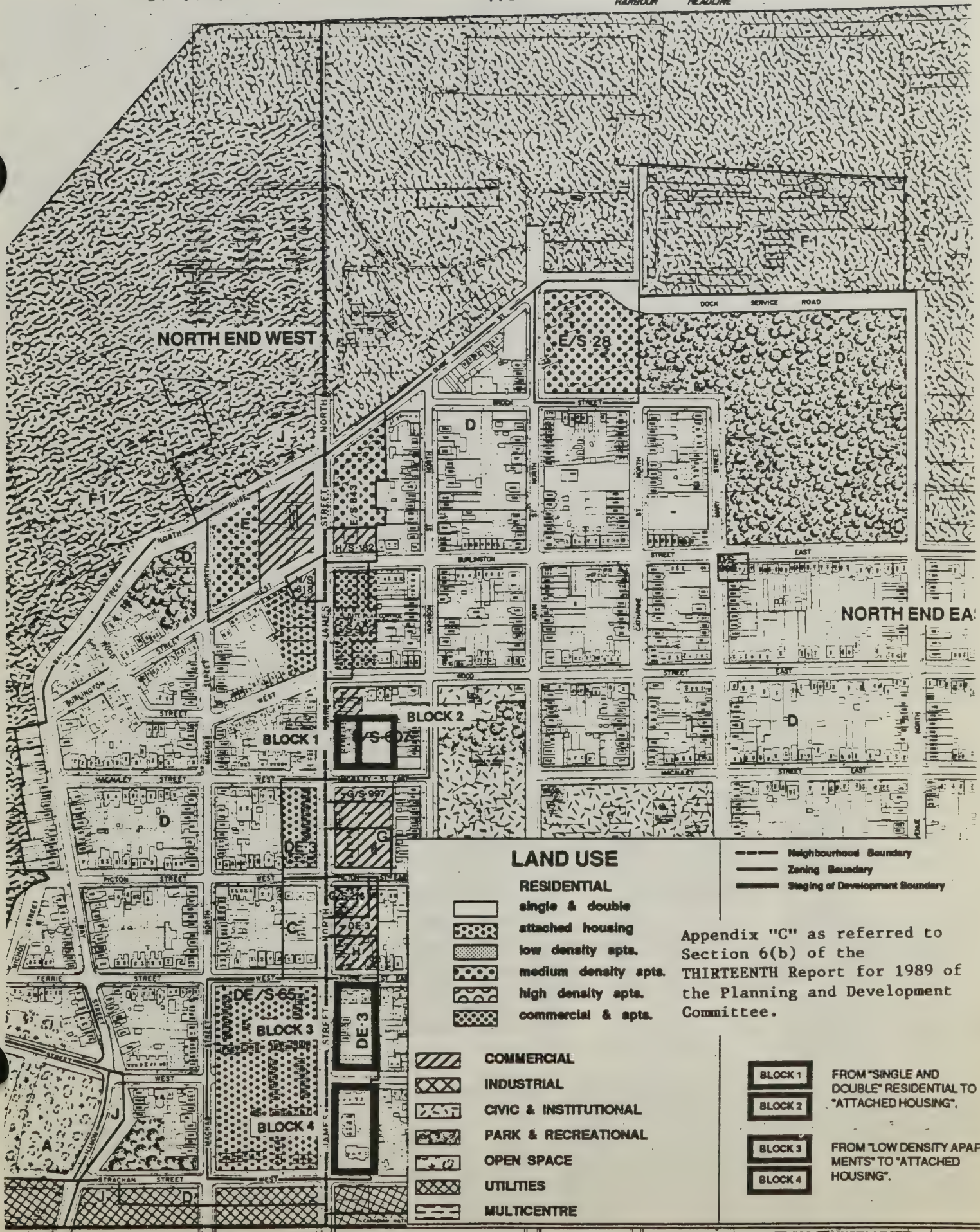
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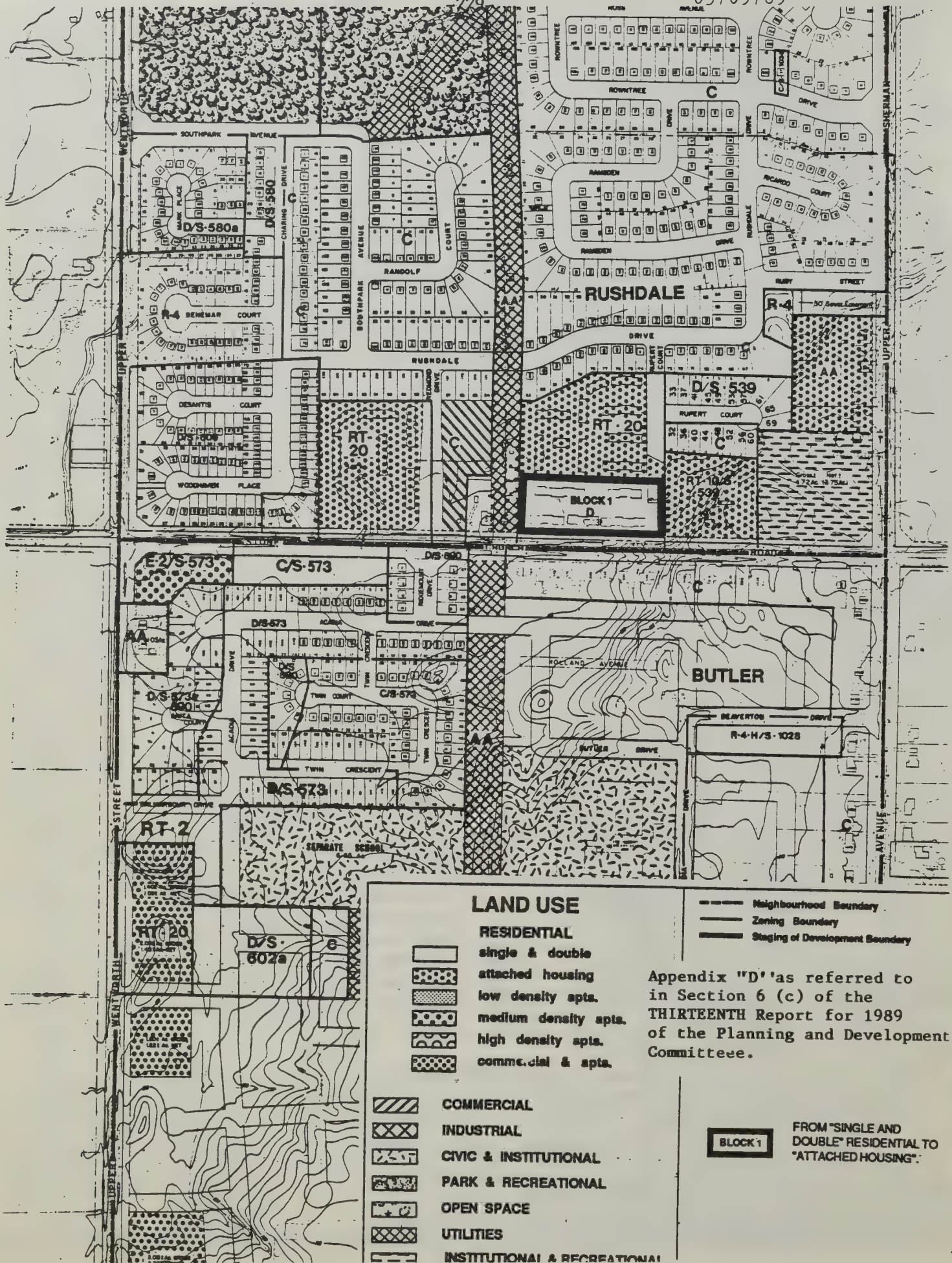
ZA 88 - 26

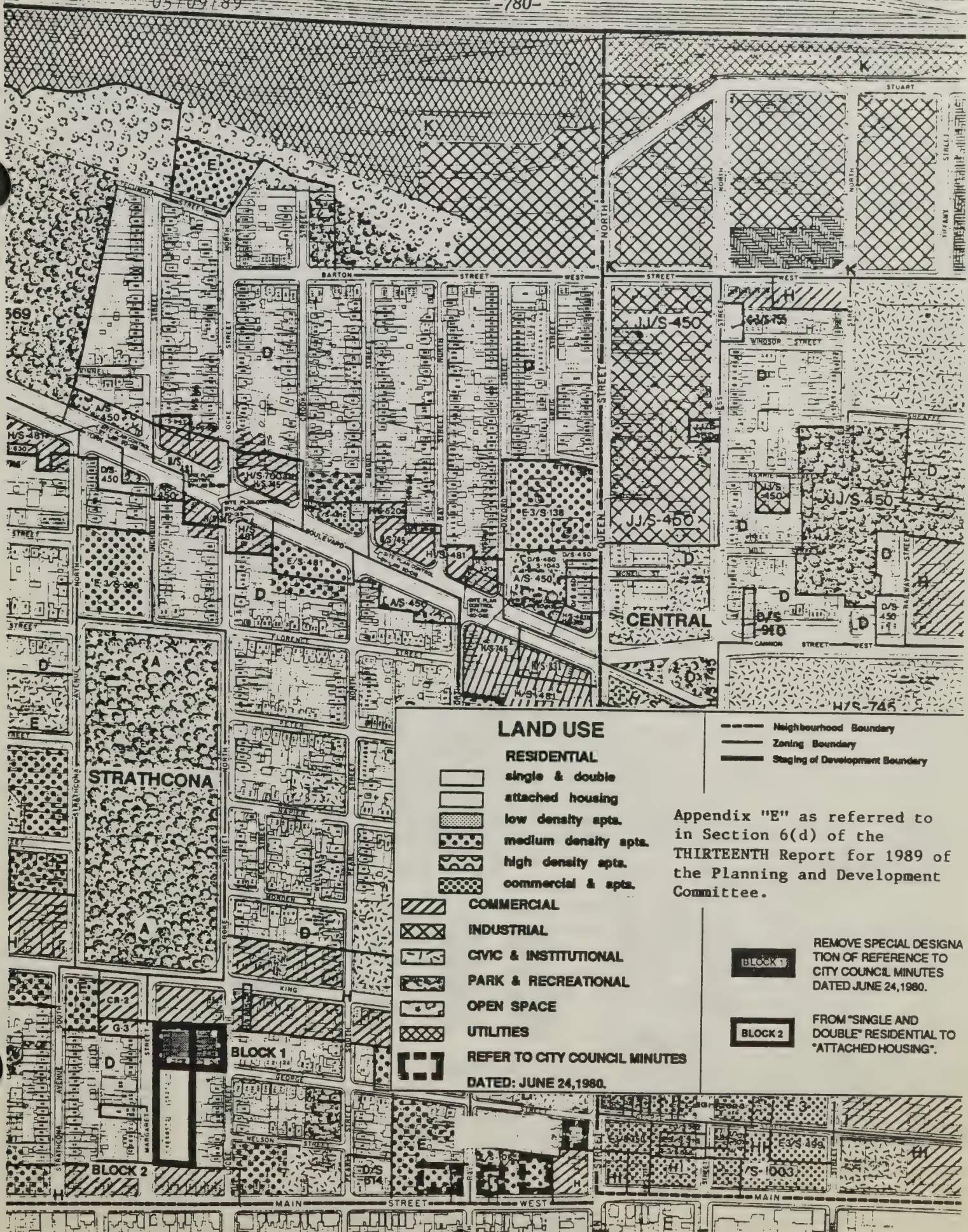
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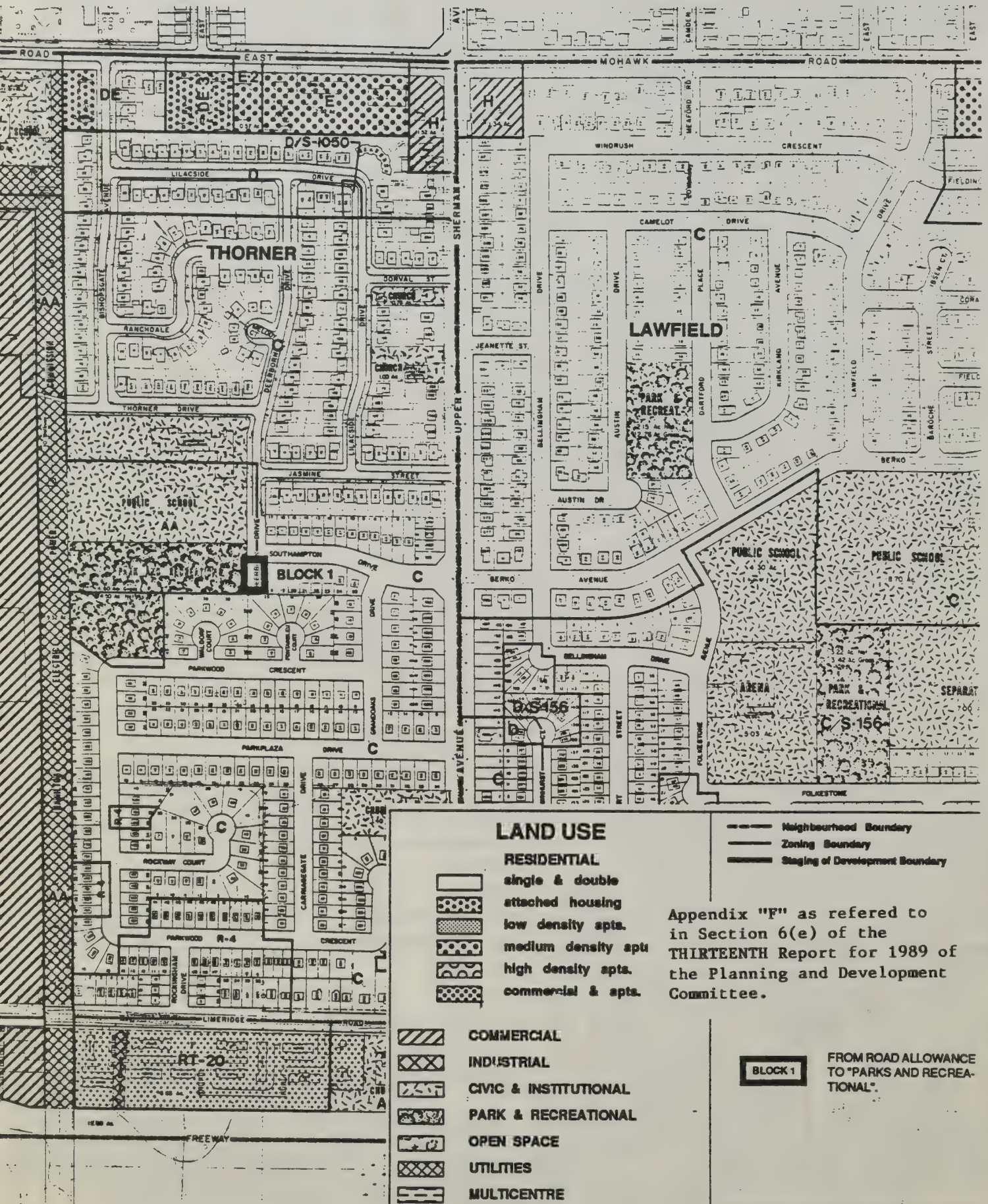
R. J. M.

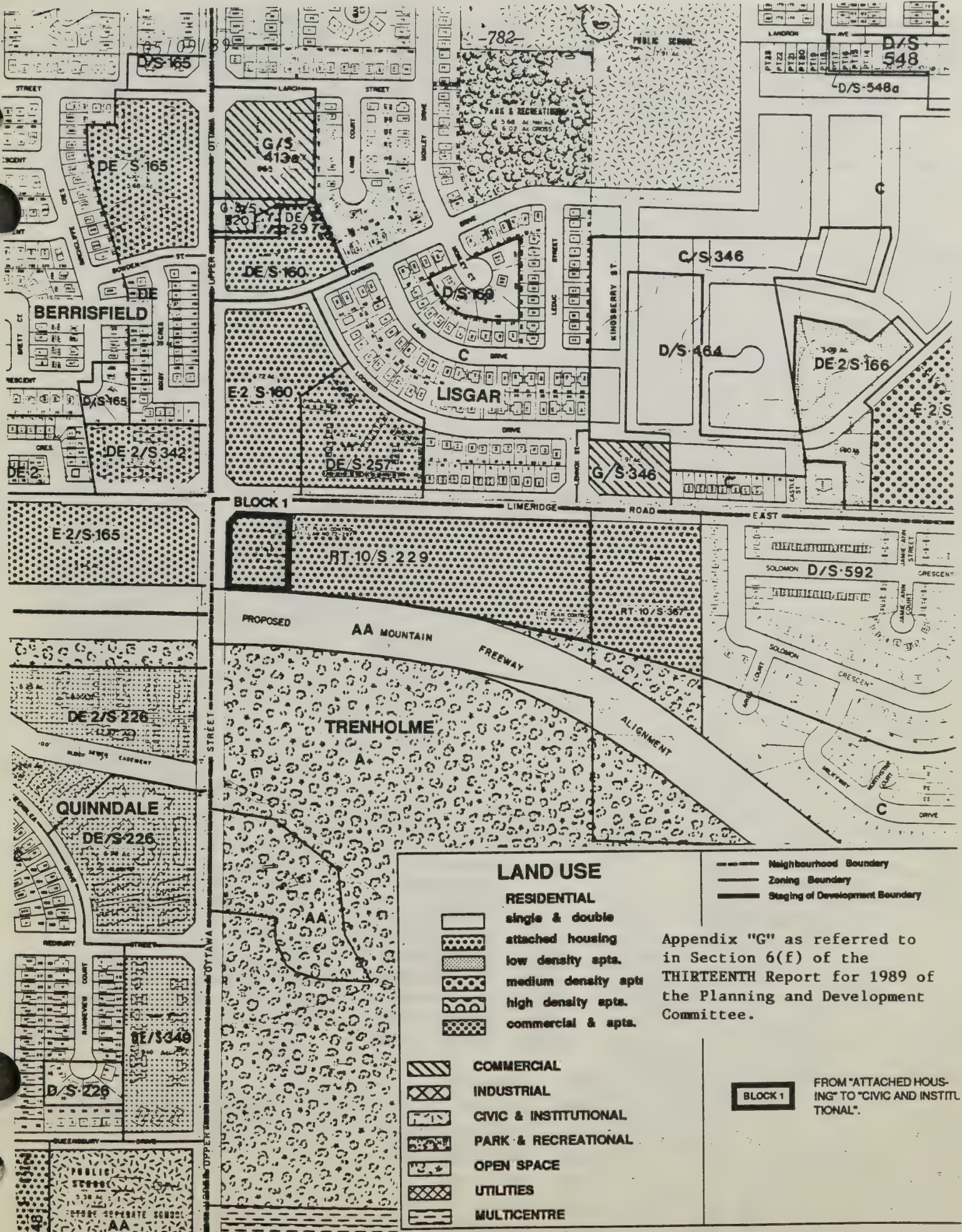


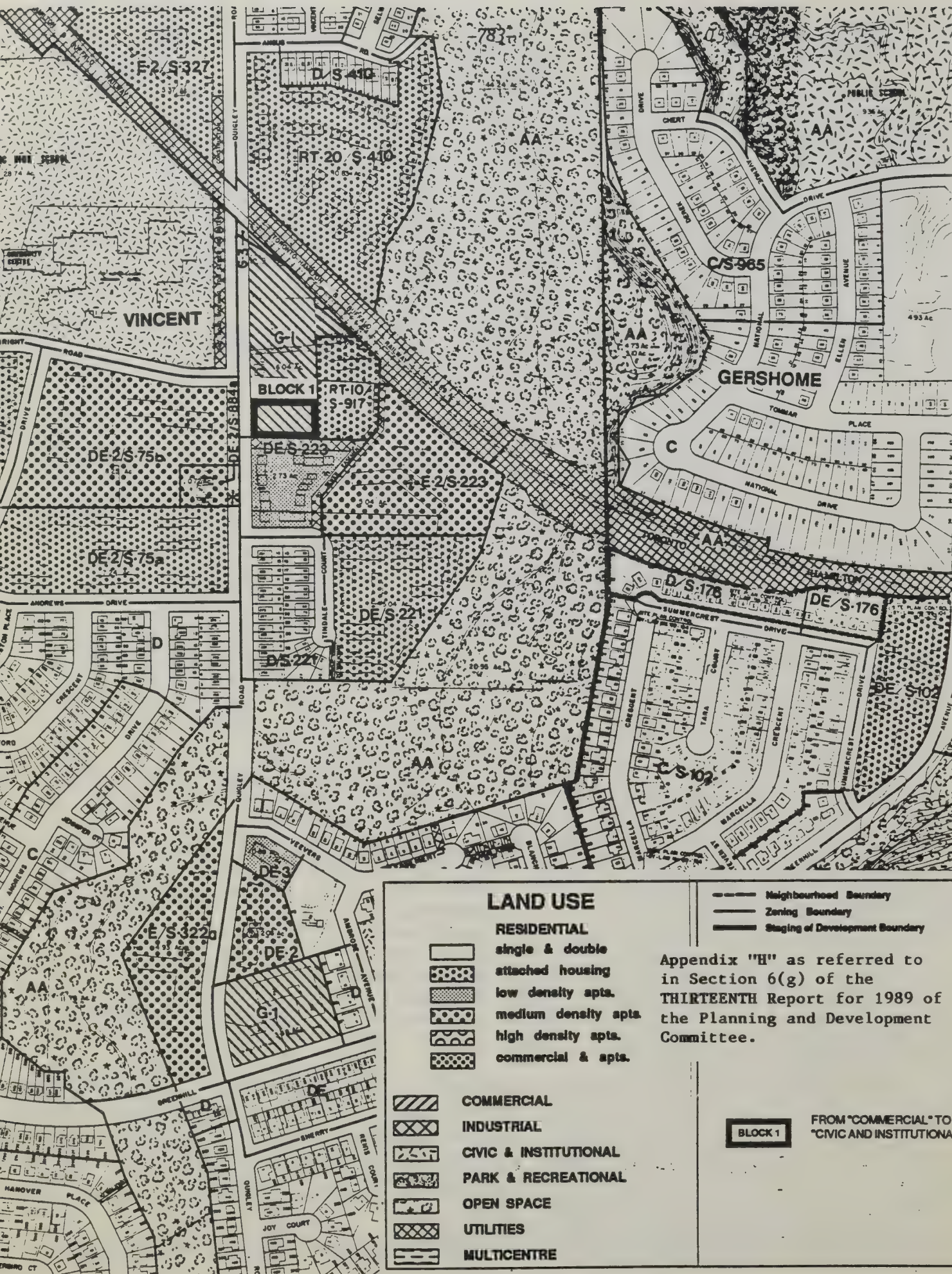


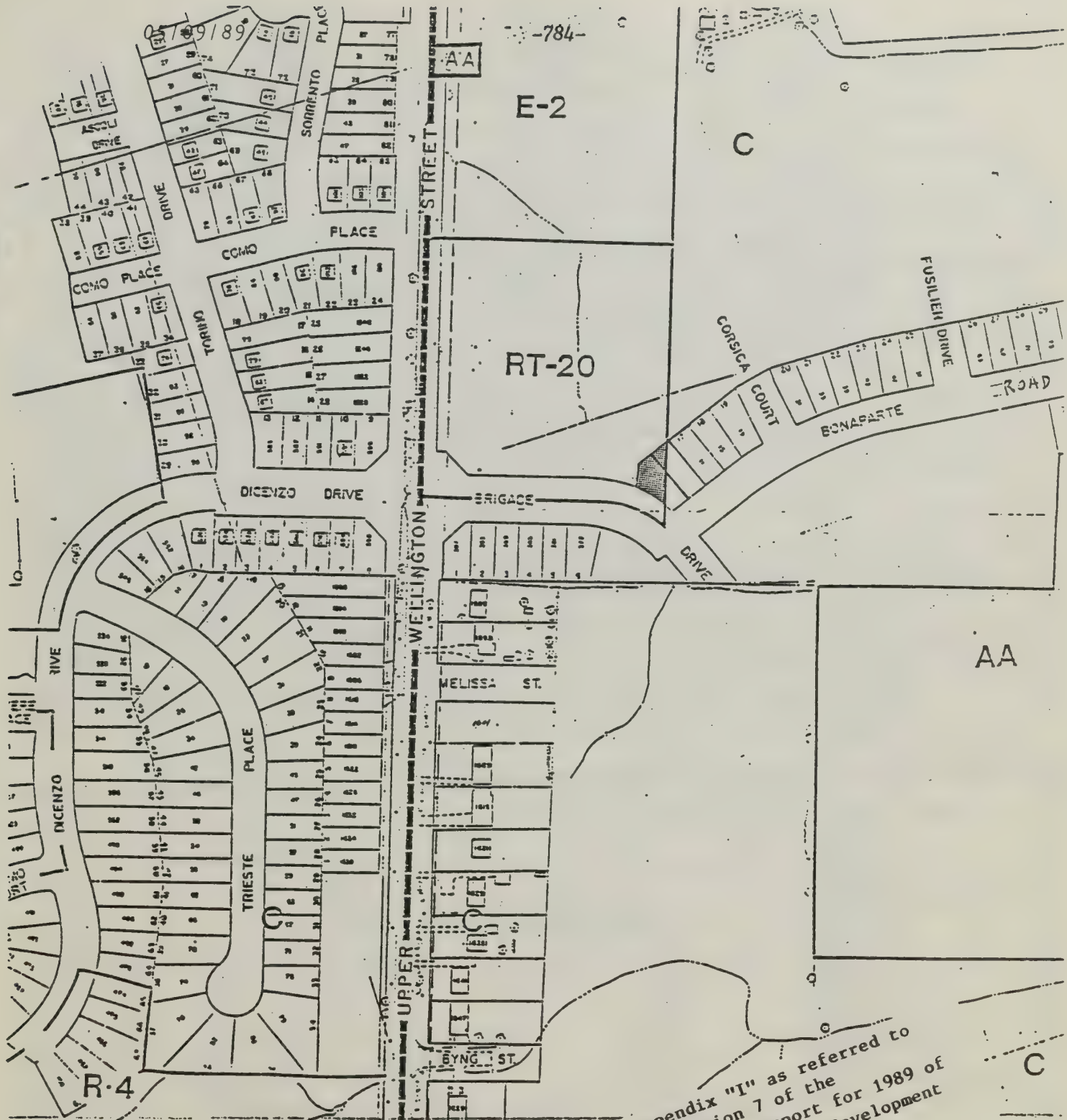












Legend



Site of the Application

Appendix "I" as referred to
in Section 7 of the
THIRTEENTH Report for 1989 of
the Planning and Development
Committee.



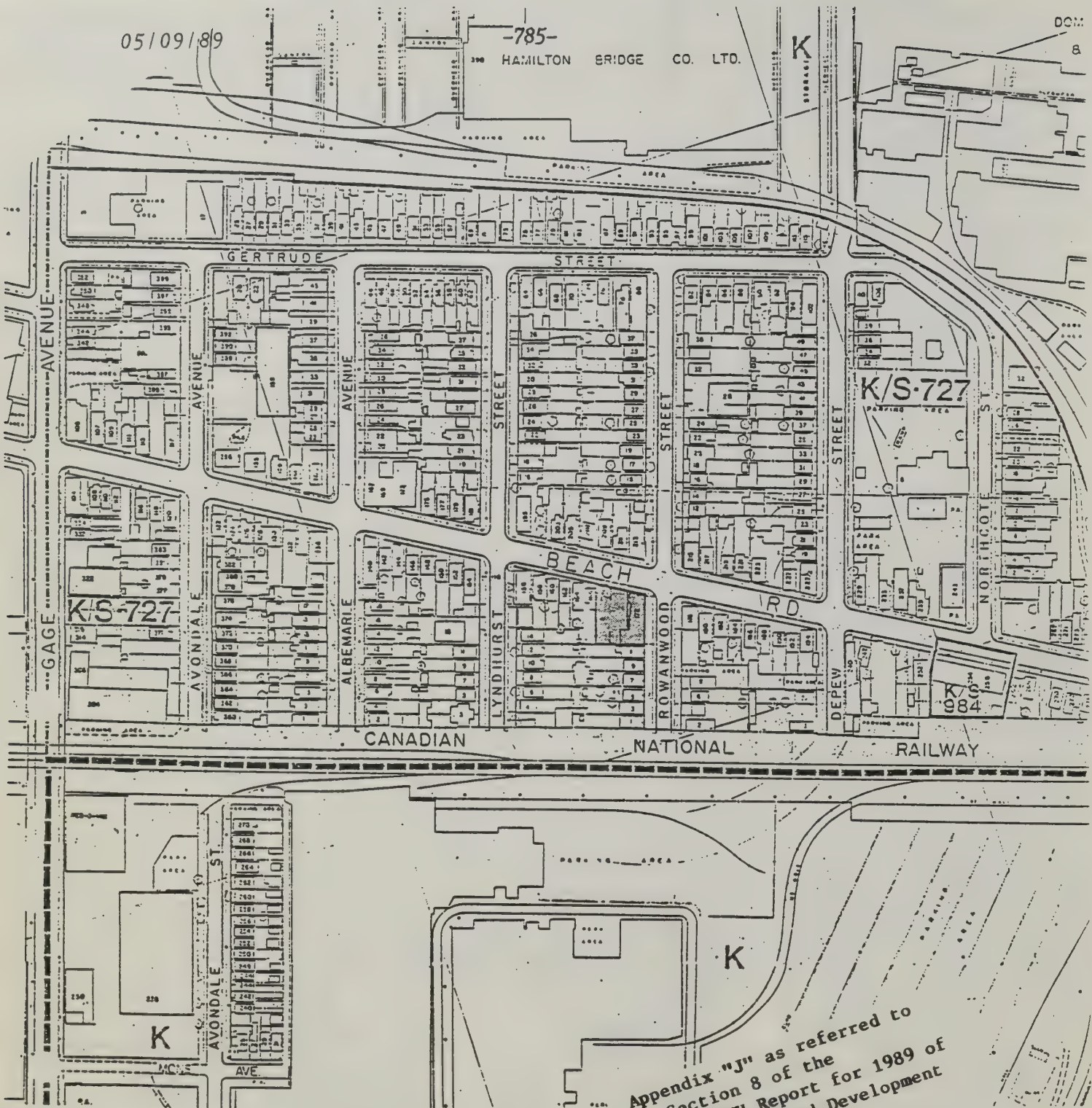
APPENDIX "A"

05/09/89

-785-

300 HAMILTON BRIDGE CO. LTD.

DCM:
8



LEGEND

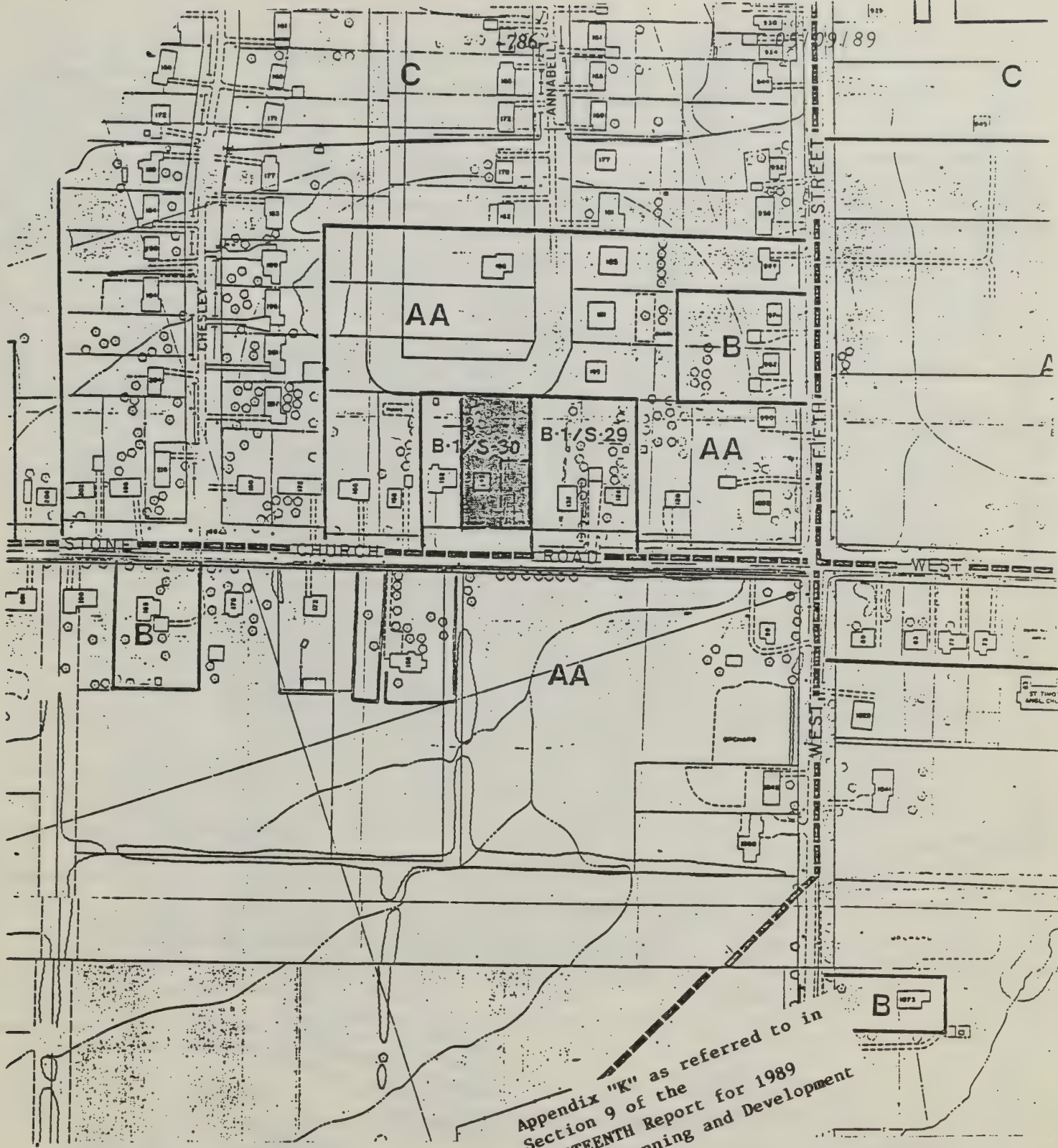


SITE OF THE APPLICATION

Appendix "J" as referred to
in Section 8 of the
THIRTEENTH Report for 1989 of
the Planning and Development
Committee.



APPENDIX "A"



Legend



Site of the Application

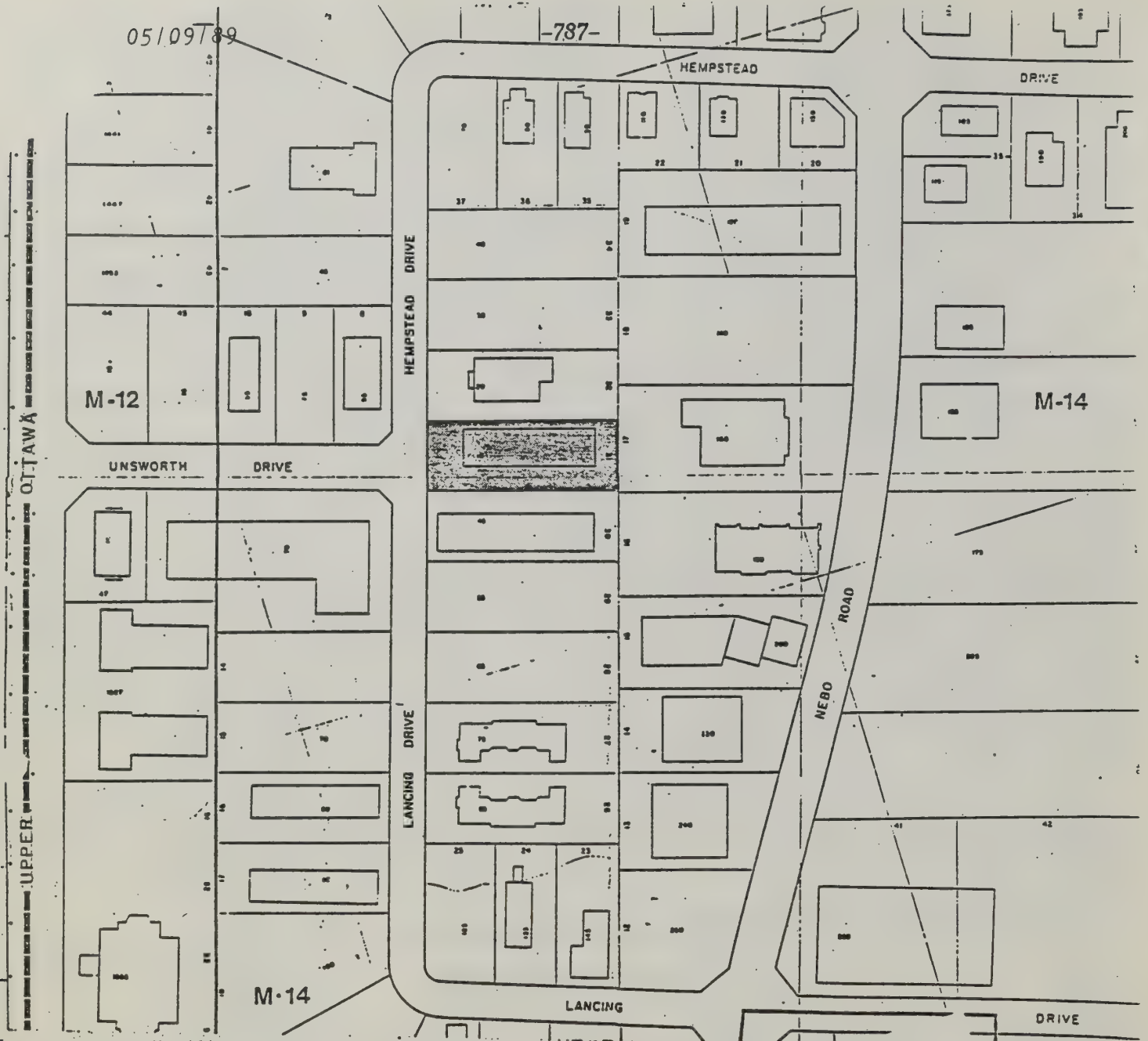
Appendix "K" as referred to in
Section 9 of the
THIRTEENTH Report for 1989
of the Planning and Development
Committee.



APPENDIX "A"

05/09/89

-787-

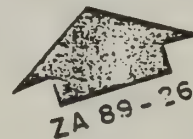


LEGEND



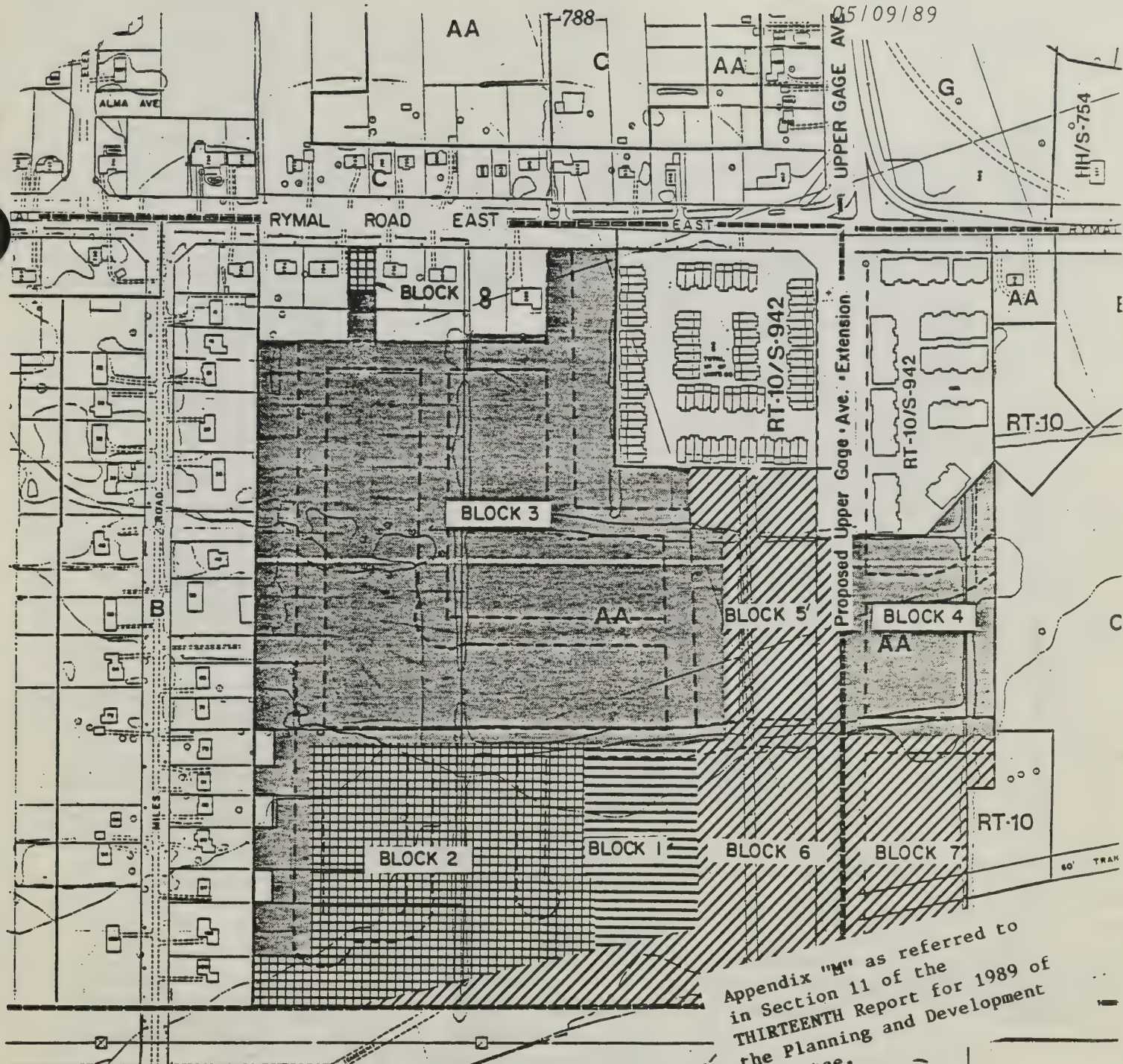
SITE OF THE APPLICATION

Appendix "L" as referred to
in Section 10 of the
THIRTEENTH Report for 1989 of
the Planning and Development
Committee.



APPENDIX "A"

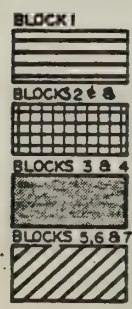
05/09/89



Appendix "M" as referred to
in Section 11 of the
THIRTEENTH Report for 1989 of
the Planning and Development
Committee.

LEGEND

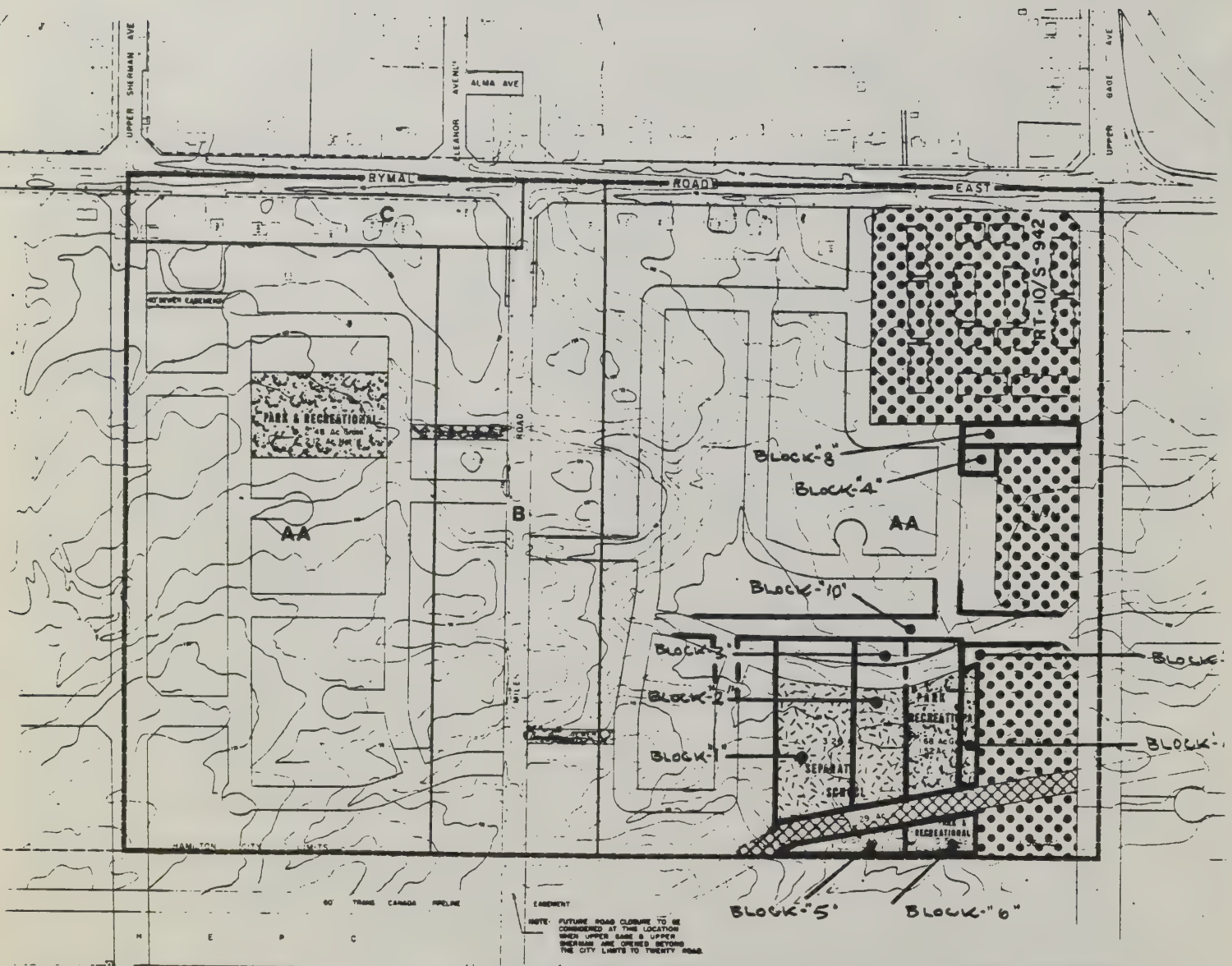
PROPOSED CHANGE IN ZONING FROM "AA" (AGRICULTURAL) DISTRICT TO:



- "A" (CONSERVATION, OPEN SPACE, PARK AND RECREATION) DISTRICT
- "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT.
- "R-4" (SMALL LOT SINGLE-FAMILY DETACHED) DISTRICT.
- "RT-20" (TOWNHOUSE - MAISONETTE) DISTRICT.



APPENDIX A



NOTE: THIS IS A GUIDE PLAN ONLY AND IS SUBJECT TO CHANGE. FOR DETAILS CONTACT THE LOCAL PLANNING DIVISION OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH.

Appendix "N" as referred to in Section 11(B)(i) of the THIRTEENTH Report for 1989 of the Planning and Development Committee.

LAND USE

RESIDENTIAL

- single & double
- attached housing
- low density apts.
- medium density apts.
- high density apts.
- commercial & apts.

- COMMERCIAL
- INDUSTRIAL
- CIVIC & INSTITUTIONAL
- PARK & RECREATIONAL
- OPEN SPACE
- UTILITIES

- Neighbourhood Boundary
- Zoning Boundary
- Staging of Development Boundary

Approvals

Planning Bd. NOV. 10, 1976 Council NOV. 30, 1976

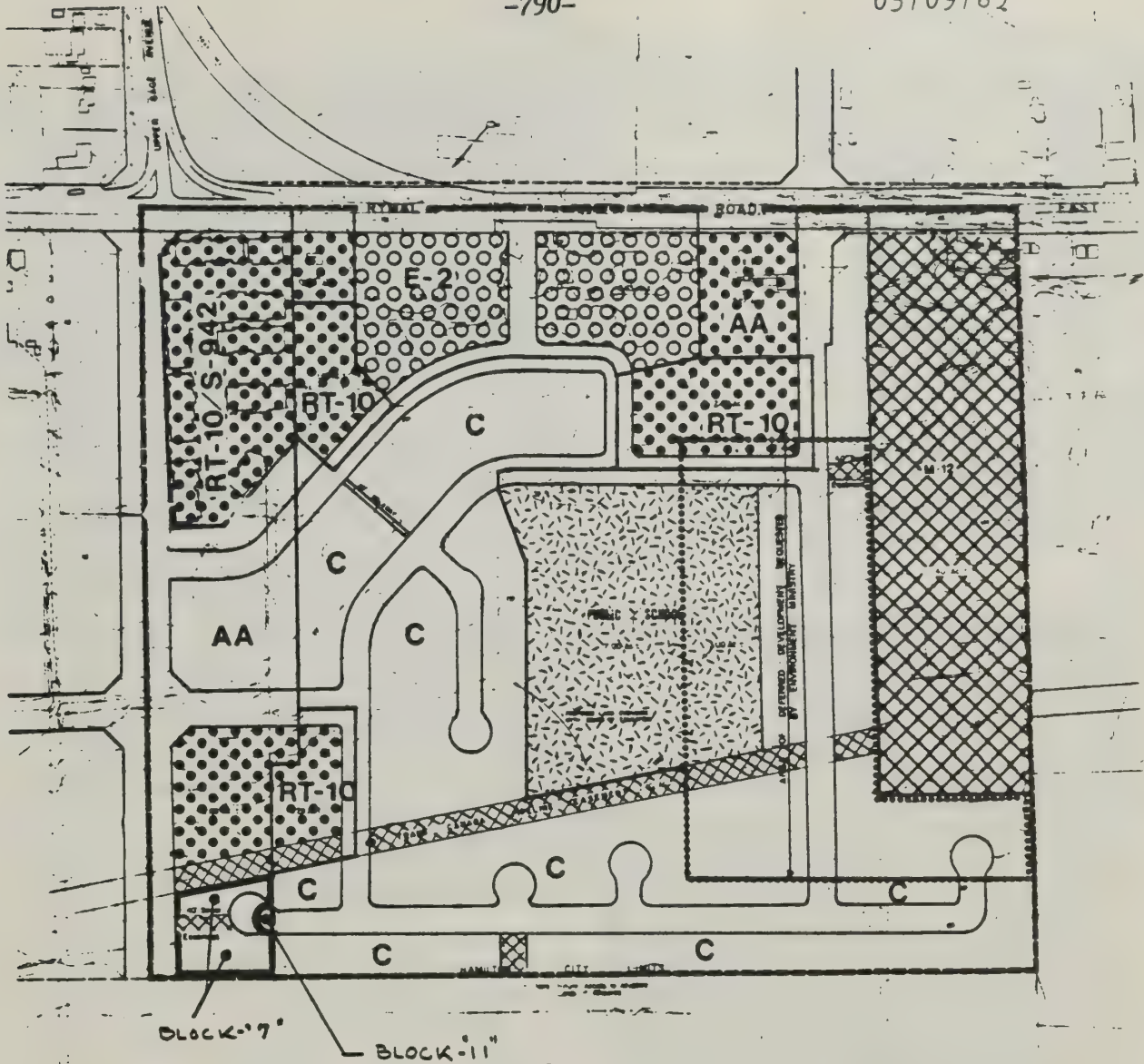
Revisions

CITY OF HAMILTON
PLANNING DEPARTMENT

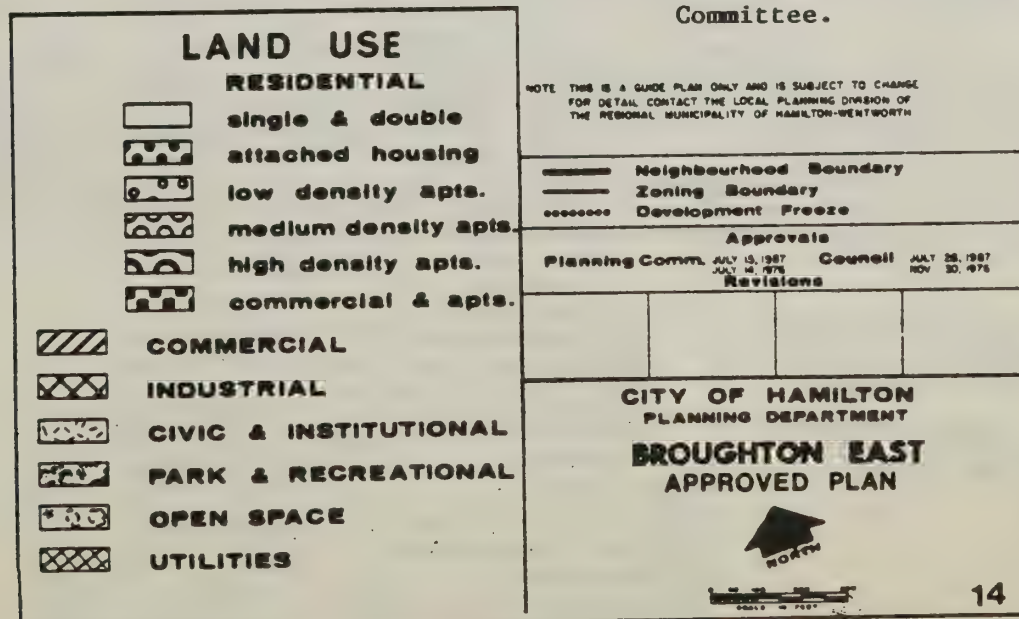
BROUGHTON WEST
APPROVED PLAN

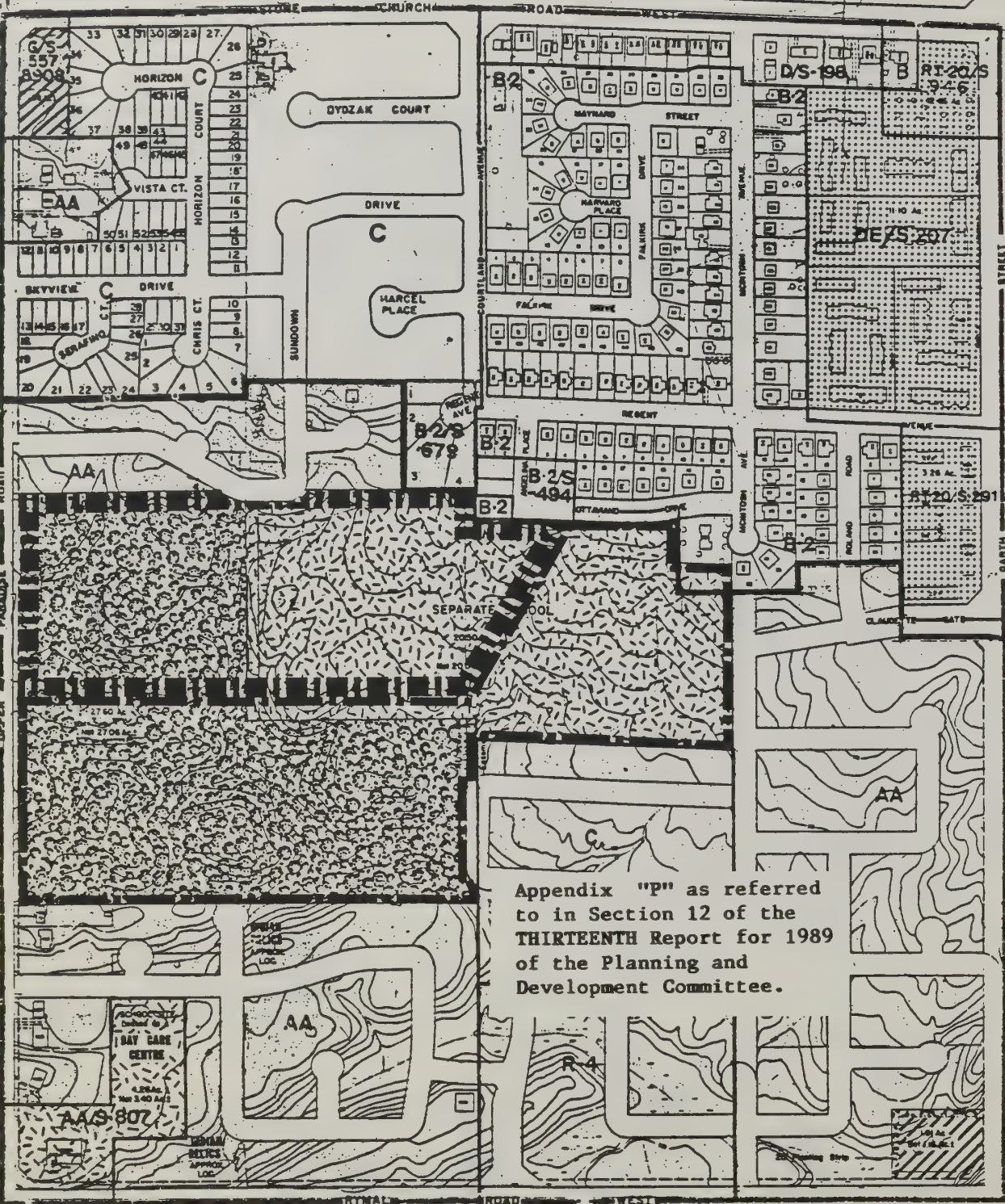


0 50 100 200 300
SCALE IN FEET



Appendix "O" as referred to in Section 11(B)(i) of the THIRTEENTH Report for 1989 of the Planning and Development Committee.





Appendix "P" as referred to in Section 12 of the THIRTEENTH Report for 1989 of the Planning and Development Committee.

PROPOSED NEIGHBOURHOOD CHANGE



C.VIC AND INSTITUTIONAL
(PROPOSED SECONDARY
SEPARATE SCHOOL
SITE 19.80 Ac±)



PARK AND RECREATIONAL
(PROPOSED PARK
SITE 27.60 Ac±)

LAND USE

RESIDENTIAL

- single & double
- attached housing
- low density apts.
- medium density apts.
- high density apts.
- commercial & apts.

- COMMERCIAL
- INDUSTRIAL
- CIVIC & INSTITUTIONAL
- PARK & RECREATIONAL
- OPEN SPACE
- UTILITIES
- MULTICENTRIC

Neighbourhood Boundary
Existing Boundary
Drainage Line
Area North of Drainage Line
Planning Bd. 1989 Council 1989
Area South of Drainage Line
Planning Comm. 1989 Council 1989

CITY OF HAMILTON
PLANNING DEPARTMENT

FALKIRK EAST
APPROVED PLAN



REPORT OF THE LEGISLATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Legislation Committee presents its NINTH Report for 1989 and respectfully recommends:

1. (a) That the report on a Pilot Project to Implement a New Second Level Lodging House By-law prepared by the City of Hamilton and the Regional Municipality of Hamilton-Wentworth be received and approved by City Council and, upon approval, be submitted to the Province of Ontario.

NOTE: Copies of the report have already been distributed to all Members of City Council.

- (b) That the City Solicitor be authorized and directed to make application to the Provincial Government for special legislation to empower the City of Hamilton to enact the new by-law.
- (c) That the following recommendations as shown in Section 4 of page 5 of the above mentioned report, be approved.
 - (i) That the Province of Ontario fund a financial review to determine the actual adjustments in per diem rates necessary for each contracted home if the new by-law becomes operative.
 - (ii) That, following the financial review, the Province of Ontario approve the new by-law, approve adjusted regional per diem rates, approve funding of additional staff for inspection, monitoring and administrative purposes, for a pilot period of at least two years.
 - (iii) That the Province of Ontario participate in the monitoring of the pilot project and the determination of policies and programs to be implemented upon its completion.

2. That permission be granted to DARTS (Disabled and Injured Regional Transit System) to use the plaza area in front of City Hall on Transportation Day, 1989 June 05 of Access Awareness Week to display approximately 5 vehicles of various sizes.
3. That the request of Mr. Angelo Mosca for the use of the Council Chambers on Sunday, 1989 May 28 for the purpose of staging a "TICKETHON" in co-operation with the Cable TV Network and CHCH TV to raise ticket sales for the Hamilton Tiger Cats, be approved.
4. That the following resolution from the City of Chatham, be endorsed.

WHEREAS the Legislative Assembly of the Province of Ontario is considering Bill 187 which includes a provision to place the responsibility for court security on municipalities where court facilities are located;

AND WHEREAS the proposed transfer of responsibility for court security from the Province to local municipalities is not accompanied by the provision of adequate resources to undertake this responsibility;

AND WHEREAS Bill 187 would have the effect of creating significant costs to local government for the provision of court security;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the City of Chatham opposes the placing of responsibility for court security on local police forces, and that the Premier, the Solicitor General, the Attorney General and our local M.P.P.s be advised of these concerns; and that a copy of this resolution be forwarded to the Association of Municipalities of Ontario and to all municipalities in the Province where court facilities are located requesting support for this position.

NOTE: For the information of the Members of City Council, the Legislation Committee is in receipt of a copy of the Brief to the Standing Committee on the Administration of Justice submitted by the Municipal Police authorities, Ontario Association of Chiefs of Police and AMO in opposition to Bill 187.

- *5. That the following resolution from the Town of Paris, be received.

WHEREAS the Honourable Robert Nixon, Minister of Treasury and Economics has stated:

"The various demands on the Province limit its ability to address these needs on its own. New ways to help finance capital infrastructure must be explored."

Municipalities also need to explore new sources of revenue.

AND WHEREAS the municipality supplies fire protection that is chargeable to the rateable properties by taxes, and that this protection is supplied to all residences and properties;

AND WHEREAS certain tax exempt properties (schools and churches) receive fire protection and use its availability to reduce their insurance costs, without making any payment to the municipality supplying such protection;

AND WHEREAS local improvement costs may be assessed against tax exempt properties. The annual fire protection costs, including capital expenditures, are continuing without assessment against tax exempt properties;

THEREFORE BE IT RESOLVED that a municipality supplying protection to a tax exempt property be permitted to levy a special rate or charges for the cost of such protection, based upon assessed value.

This resolution is to be forwarded to the Honourable Robert Nixon, M.P.P., the Honourable John Eakins, Minister of Municipal Affairs, A.M.O., O.S.U.M., and all municipalities in the Province of Ontario.

6. That the Brief to all Ontario municipalities from the Canadian Parents for French (Ontario) in response to the Brief from the Alliance for the Preservation of English Canada proposing a language referendum, be received.

NOTE: Copies of the Brief submitted by the Alliance for the Preservation of English Canada and the response by the Canadian Parents for French (Ontario) are available from the Secretary of the Committee upon request.

* Section 5 referred back with direction

05/09/89

7. That a maximum of seven (7) Members of City Council be authorized to attend the 1989 Annual Conference of the Association of Municipalities of Ontario to be held in the City of Toronto 1989 August 20 to August 23.

NOTE: Members of City Council who would like to be considered as a delegate to the upcoming AMO Conference in August are asked to advise the Secretary of the Legislation Committee.

8. That the City of Hamilton host a "brunch" on Sunday, 1989 May 21 for approximately 150 delegates attending the National Conference of Workshops of Ghanaian-Canadians to be held in the City of Hamilton 1989 May 19 to May 21 at the Hamilton Convention Centre at a cost not to exceed \$1 400 and that this expenditure be financed from Account CH55314-84010 - Special Receptions and Dignitaries Hosting.

Respectfully Submitted,

ALDERMAN V. J. AGRO, CHAIRMAN
LEGISLATION COMMITTEE

John Thompson, Secretary
1989 May 01

mjw

REPORT OF THE PERSONNEL COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Personnel Committee presents its SEVENTH Report for 1989 and respectfully recommends:

1. That the Memorandum of Agreement between the Corporation of the City of Hamilton and C.U.P.E. Local 167 Historic Sites Unit dated 1989 March 23, BE APPROVED AND IMPLEMENTED in accordance with the terms therein.

NOTE: A Memorandum of Agreement has been negotiated with C.U.P.E. Local 167 Historic Sites Unit.

The Agreement is for a term of two years and the monetary terms of settlement are for a general increase of 5.5% effective 1989 February 1, 0.5% effective 1989 July 1, 4.5% effective 1990 February 1, and 1% effective 1990 July 1.

In addition, there are benefit changes in the mileage and vacation areas. A number of significant concerns regarding non-monetary issues have also been addressed including the amalgamation of this unit with the Local 167 City Administration Unit.

Respectfully submitted,

ALDERMAN B. HINKLEY, CHAIRMAN
PERSONNEL COMMITTEE

Susan K. Reeder
Secretary
1989 May 4th

REPORT OF THE FINANCE COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Finance Committee presents its **ELEVENTH** Report for 1989 and respectfully recommends:

1. (a) That City Council receive and accept the 1988 audited Financial Report as presented to the Finance Committee on 1989 May 02 by the City's auditors, Pannell Kerr MacGillivray, Chartered Accountants.

NOTE: Copies of the 1988 Financial Report have already been distributed to all Members of City Council.

- (b) That the City Treasurer arrange to publish on one occasion the required 1988 financial statements, based on the audited report, in the Hamilton Spectator as soon as possible and in accordance with regulation provided by the Ministry of Municipal Affairs, but in any event, within sixty days of receiving the audited statements according to a regulation of the Ministry of Municipal Affairs.
 - (c) That selected statements of the 1988 audited Financial Report be printed in brochure type report form for distribution to banks, other financial institutions and other interested parties.
-
2. That open purchase orders be issued for electrical repairs and maintenance for various civic departments during 1989, 1990 and 1991, in accordance with specifications issued by the Manger of Purchasing and Vendor's tender, as follows:
 - (a) Don MacIntyre Electric (1983) Limited, Hamilton
 - (b) Cipolla's Service Limited, Burlington
 - (c) Shersdale Inc. O/A Electrical Maintenance Services, Hamilton
 - (d) Burl-Oak Lighting, Kilbride
 - (e) Ronald Wowk Electric Limited, Hamilton
 - (f) Sanders-Lampman Electric Ltd., Stoney Creek

NOTE: Lowest acceptable of nine (9) tenders received. Funds provided in various repairs and maintenance accounts.

3. That a purchase order be issued to Satellite Rentals, Hamilton, in the amount of \$21 290.77 for the supply and delivery of forty-nine (49) Stihl Weed Trimmers, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of eleven (11) tenders received. Funds provided in Reserve for Replacement of Mobile Equipment Account No. RF55006 25201.

4. (a) That a grant in the amount of \$15 000 to the Organizing Committee of the Sixth World Conference on Co-operative Education, which was approved in principle by City Council 1988 July 26, be approved subject to a matching grant from the Regional Municipality of Hamilton-Wentworth.
- (b) That the \$15 000 be funded from within the Convention/Reception Grant Allocation of the Grants Budget Account No. 534XX 20020.

NOTE: Regional Council at its meeting on 1989 April 04 approved of a similar \$15 000 grant conditional on the City of Hamilton grant.

5. (a) That the third set of appeal recommendations for the 1989 Grants as listed below in the total amount of \$2 790, be approved.
- (b) That these grants be funded from within the appropriate grants accounts GR53XXX 200XX.

	Applicant	1989 Grant Request	Original Recommended Amount	Recommendation on Appeal Amount Category
(i)	Kiwanis Music Festival	\$ 2 290	\$ 2 170	\$ 2 290 Traditional
(ii)	Northern Lights Colour Guard	\$ 500	NIL	\$ 500 Fixed

6. (a) That the following recommendations for the 1989 Grants, be approved.

	Applicant	1988 Grant	1989 Request	1989 Recommendation Amount	Category
(i)	Junior Achievement of Hamilton	\$ 7 500	\$ 7 500	\$ 7 500	Fixed
(ii)	Hamilton Safety Council	\$23 000	\$23 000	\$23 000	Fixed

NOTE: The above Grant amounts have been provided for within the Grants budget allocation.

7. (a) That the Committed General Grant for the Fire Department Band for \$4 290 which was approved by City Council 1989 April 11, be increased by \$1 070 to \$5 360 to provide for an additional three months airport rental charge for 1989.
- (b) That the Fixed Grant for the Santa Claus Parade Committee for \$15 000 which was approved by the Finance Committee 1989 March 21, be increased by \$1 500 to \$16 500 to offset City invoices for signage and related costs relative to the parade.
- (c) That the increase grant amounts from sub-sections (a) and (b) above totalling \$2 570 be funded from the balance of the unallocated Grant funds.
8. That the Summary Sheet Report attached hereto as APPENDIX "A" containing a listing and amounts of approved Settlement of Claims, be received.

Respectfully Submitted,

ALDERMAN W. M. McCULLOCH, CHAIRMAN
FINANCE COMMITTEE

John Thompson, Secretary
1989 May 02

mjw

05/09/89

APPENDIX "A" as referred to
in Section 8 of the
ELEVENTH Report of the
Finance Committee

FINANCE COMMITTEE

SUMMARY OF APPROVED SETTLEMENT OF CLAIMS

<u>PLAINTIFF</u>	<u>DEFENDANT</u>	<u>NATURE OF CLAIM</u>	<u>AMOUNT OF SETTLEMENT</u>
Brendan Stone	City of Hamilton	Fall on Sidewalk 1987 September 23	\$ 500.00
Ken and Ed Garside	City of Hamilton	Traffic Accident 1985 May 05	\$ 250.00
Marion Lott	City of Hamilton	Trip and Fall 1987 February 16	\$ 1 506.18
Annie Stachow	City of Hamilton	Trip and Fall 1987 June 11	\$ 6 120.32
Catherine Queen	City of Hamilton	Trip and Fall 1987 July 31	\$ 2 500.00
Suk Chang Kim	City of Hamilton	Accident Main Entrance Door City Hall 1988 May 26	\$ 750.00

REPORT OF HIS WORSHIP MAYOR ROBERT M. MORROW

TO THE COUNCIL OF THE CORPORATION OF THE CITY OF HAMILTON

Members of Council:

The Mayor presents his SECOND Report for 1989 and respectfully recommends:

1. That the Council of the Corporation of the City of Hamilton give the strongest possible support to McMaster University to obtain funding for the upgrade and operation of its Nuclear Reactor, and that appropriate action be taken vis-a-vis any representation to other levels of government, jurisdictions or agencies anywhere that may be in a position to assist and bring the matter to a satisfactory conclusion.
2. That the Council of the Corporation of the City of Hamilton endorse the request of St. Peter's Hospital to the Honourable Elinor Caplan, Ontario's Minister of Health, for the full funding request of \$2.6 million for the care of elderly chronic-care patients in Greater Hamilton, and that the Health Minister and area members of the Provincial legislature be so informed.
3. That the Council of the Corporation of the City of Hamilton endorse the May 1, 1989, Federation of Canadian Municipalities Communique entitled "Federal Budget Impacts Municipal Governments."

RESPECTFULLY SUBMITTED

MAYOR ROBERT M. MORROW

1989, May 8

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, MAY 23, 1989
6:15 O'CLOCK, P.M.

The Council met.

PRESENT: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray.

ABSENT: Alderman Christopherson - Vacation

This was a special meeting of City Council called to deal with the Eighth Report of the Personnel Committee.

It was moved by Alderman Cooke, seconded by Alderman Agro and carried, that Council move into Committee of the Whole to consider the Report of the Personnel Committee with Alderman Kiss in the chair.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. -16.

NAYS: 0 carried

PERSONNEL COMMITTEE - EIGHTH REPORT

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: That the report of the Committee of the Whole on the report of the Personnel Committee be adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. -16.

NAYS: 0 - carried

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: that the following Bill be now read a first time.

F-2

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. -16.

NAYS: 0 carried

It was moved by Alderman Cooke and seconded by Alderman Agro that Council move into Committee of the Whole (second reading) to consider the following Bill, with Alderman Kiss in the chair.

F-2

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. -16.

NAYS: 0 carried

Consideration of the Bill (second reading)

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: that the Report of the Committee of the Whole on Bill:

F-2

be, and the same is hereby adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. -16.

NAYS: 0 carried.

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: that the following Bill be now read a third time, signed,
sealed and enrolled as a By-law:

F-2

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury,
Copps, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Ross,
Murray. -16

NAYS: 0 carried

City Council adjourned at 6:25 o'clock, p.m.

REPORT OF THE PERSONNEL COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Personnel Committee presents its EIGHTH Report for 1989 and respectfully recommends:

1. That the Memorandum of Agreement between the Corporation of the City of Hamilton and C.U.P.E. Local 5, dated 1989 May 21, **BE APPROVED AND IMPLEMENTED** in accordance with the terms therein.

NOTE: A Memorandum of Agreement has been negotiated with C.U.P.E. Local 5.

The Agreement is for a term of two years and the monetary terms of settlement are as follows:

Jan. 16/89	July 1/89	*Aug. 1/89	Jan. 16/90	July 1/90
4.0%	3.0%	1.0%	4.0%	1.0%

*1989 August 1, interim job evaluation salary adjustments/cents per hour (see below)

D17	D17a	D15	D14	D12	D11	D10	D9	D8a	D8	D7	D6	D5
.236	.236	.224	.211	.199	.186	.174	.162	.149	.149	.137	.124	.100

In addition, there are benefit changes in the dental, vision care, chiropractor, mileage and vacation areas. A number of significant concerns regarding non-monetary issues have also been addressed.

2. That leave **BE GRANTED** to introduce the following Bill:

- (a) **Bill F-2** A By-law to confirm the Proceedings of the Council of the Corporation of the City of Hamilton.

Respectfully submitted,

ALDERMAN B. HINKLEY, CHAIRMAN
PERSONNEL COMMITTEE

Susan K. Reeder
Secretary
1989 May 23

5\30\89

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, MAY 30, 1989
7:30 O'CLOCK P.M.

The Council met:

PRESENT: Mayor R. M. Morrow, Esq.

Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps,
Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher,
Ross, Murray.

ABSENT: Alderman Smith, City Business

The Mayor called the meeting to order.

Rev. Ralph Villella, Associate Pastor, All Souls Roman Catholic Church led the Council in prayer.

The Mayor made the following proclamations:

1. (i) "FIT DAY" - May 31, 1989

The minutes of the meetings of May 8, 1989, May 9, 1989 and May 23, 1989 were taken as read and approved.

The following communications were received and forwarded to the appropriate Committee, except as indicated:

1. Letter dated May 24, 1989 from the Hamilton-Wentworth Regional Board of Commissioner of Police re: Hamilton Harbour and Cootes Paradise. (Alderman B. Hinkley expressed dissatisfaction with the letter, the outcome being that he would arrange to appear before the Board of Commissioners of Police).
2. Application from Boyago Realty Ltd., for a change in zoning from "AA" (Agricultural) District to "G-4" (Designed Neighbourhood Shopping Area) District for property at 549 Stone Church Road East, dated May 12, 1989.
3. Application from Dunston Developments Inc. c/o Alan B. Silver, Barrister and Solicitor, for a change in zoning from "M-12" (Prestige Industrial) District to "M-11" (Prestige Industrial) District for properties located at 1521, 1527, 1533 Upper Ottawa Street, dated May 17, 1989.

5/30/89

4. Application from Meridian Co-operative Homes, c/o Candace Marston, Homestarts Incorporated, for a change in zoning from "K" (Heavy Industry) District to "E" (Multiple Dwellings, Lodges, Clubs, etc.) District modified for property at 286 Sanford Avenue North, dated May 18, 1989.
5. Application from Adisco Limited, c/o Urbex Management Limited, for a change in zoning from "AA" (Agricultural) District to "R-4" (Small Lot Single Family Detached) District for property north of Holland Avenue in the area west of Upper Sherman Avenue, dated May 18, 1989.
6. Application from Rymal Square Developments Inc. c/o Weisz, Rocchi and Scholes for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District, "R-4" (Small Lot Single Family Detached) District, "DE-3" (Multiple Dwellings) District, "RT-20" (Townhouse - Maisonette) District and "E-2" (Multiple Dwellings) District for property north of Rymal Road East between Upper Wentworth Street and Upper Sherman Avenue, dated May 19, 1989.
7. Application from Ascenzo Gemino Lepore, c/o Leo A. Cavašin, for a change in zoning from "AA" (Agricultural) District to "E-2" (Multiple Dwellings) District for property at Nos. 236 Rymal Road West and part of 250 Rymal Road West, dated May 25, 1989.
8. Application from Graham O'Donnell, Golden Chest Inc., c/o Ed Fothergill of Fothergill Planning and Development for a change in zoning from "C" (Urban Protected Residential, etc.) District to "Commercial" for property at 585 Mohawk Road West, dated May 25, 1989.
9. Application from Munro Metal Products Limited, 154 Oak Avenue, P.O. Box 406, Station "B", Hamilton, Ontario for a modification to the "H" (Community Shopping and Commercial, etc.) District regulations for property at No. 140 Oak Avenue, dated May 26, 1989.
10. Letter from Ministry of the Environment Re: Philip Enterprises Inc. Applications for a Certificate of Approval for a Waste Disposal Site, dated May 26, 1989.
11. Letter from K. A. Rouff, City Solicitor Re: Insurance, dated May 30, 1989.

It was moved by Alderman Cooke and seconded by Alderman Agro that Council move into Committee of the Whole to consider the Report of the Co-ordinating Committee, Parks and Recreation Committee, Planning and Development Committee, Personnel Committee, the Finance Committee, the Information Services Committee and the Special Committee to Administer the Hamilton-Scourge Report, with Alderman Kiss in the chair.

5/30/89

(A) CO-ORDINATING COMMITTEE - ELEVENTH REPORT

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: That the following be added as Sub-section (c) to Item 6 of the Eleventh Report of the Co-ordinating Committee.

6. (c) That the required Civic staff be authorized to represent the City's interest at the Ontario Municipal Board hearing. CARRIED.

Recorded Vote on Item 8

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray. -15.

NAYS: Alderman Kiss. -1. CARRIED

It was moved by Alderman Jackson and seconded by Alderman Hinkley

RESOLVED: That Item 9 of the Eleventh Report of the Co-ordinating Committee be referred to the Seniors Council of Hamilton with instructions to report back to City Council through the Co-ordinating Committee within 60 days.

YEAS: Aldermen Cooke, McCulloch, Hinkley, Copps, Christopherson, Jackson, Ross, Murray. - 8

NAYS: Mayor Morrow, Aldermen Kiss, Agro, Drury, Agostino, Lombardo, Merling. -7. CARRIED

5/30/89

(C) PARKS AND RECREATION COMMITTEE - THIRTEENTH REPORT

It was moved by Alderman Murray and seconded by Alderman Ross

RESOLVED: That Item 13 (b) (iii) of the Thirteenth Report of the Parks and Recreation Committee be amended by adding the following:

(13) (b) (iii) at the expense of the Organization. CARRIED

(D) PLANNING AND DEVELOPMENT COMMITTEE - FOURTEENTH REPORT

It was moved by Alderman Lombardo and seconded by Alderman Christopherson

RESOLVED: That Rule No. 8 of Procedural By-law 82-208 BE INVOKED for this meeting of City Council to permit the introduction of a resolution respecting the issuance of a Demolition Permit. CARRIED

It was moved by Alderman Lombardo and seconded by Alderman Christopherson

RESOLVED: That the following property BE ADDED to Section 1 of the Fourteenth Report for 1989 of the Planning and Development Committee as subsection (g) as follows:

(g) 381 Avondale Street. CARRIED

Alderman T. Cooke declared personal interest in, took no part in the debate on Section 9 of the Planning and Development Committee as his parents own a home on an adjacent property.

Alderman T. Cooke declared personal interest in, took no part in the debate on Section 12 of the Planning and Development Committee as his parents own a home on an adjacent property.

It was moved by Alderman Lombardo and seconded by Alderman Christopherson

RESOLVED: That Rule No. 8 of Procedural By-law 82-208 BE INVOKED for this meeting of City Council to permit the introduction of resolutions dealing with an amendment to By-law 87-312 respecting Appointment of Inspectors. CARRIED

It was moved by Alderman Lombardo and seconded by Alderman Christopherson

RESOLVED: That Section 16 of the Fourteenth Report for 1989 of the Planning and Development Committee be amended by adding the following thereto as subsection (s) as follows:

(s) Bill D-76: A By-law to amend By-law No. 87-312 respecting Appointment of Inspectors. CARRIED

It was moved by Alderman Lombardo and seconded by Alderman Christopherson

RESOLVED: That the following resolution be added to the Fourteenth Report for 1989 of the Planning and Development Committee as Section 17:

17. That the City Solicitor be authorized and directed to prepare a By-law to amend By-law 87-312 by inserting a new paragraph 3(a) as follows:

3(a) The person appointed inspector under clause (a) of Section 6 is hereby appointed Chief Official during the absence for any reason of the person appointed Chief Building Official under Section 3. CARRIED

(F) PERSONNEL COMMITTEE - NINTH REPORT

(G) FINANCE COMMITTEE - TWELFTH REPORT

(I) INFORMATION SYSTEMS COMMITTEE - REPORT 5-89

(J) REPORT OF THE SPECIAL COMMITTEE TO ADMINISTER
THE HAMILTON-SCOURGE PROJECT - FIRST REPORT

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: That Alderman V. Agro be the Acting Mayor for the month of June, 1989. CARRIED

It was moved by Alderman Cooke and Seconded by Alderman Agro

RESOLVED: That the Report of the Committee of the Whole on the Reports be adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Ross, Murray. -15.

NAYS: 0 CARRIED

It was moved by Alderman Murray and seconded by Alderman Drury

RESOLVED: That Rule No. 8 of Procedural By-law 82-208 BE INVOKED for this meeting of City Council to permit consideration of a resolution respecting the twinning of Hamilton, Ontario with Haifa, Israel.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Ross, Murray. -13.

NAYS: 0. CARRIED

5/30/89

It was moved by Alderman Murray and seconded by Alderman Drury

RESOLVED: That the Mundialization Committee be requested to investigate the feasibility of twinning with the City of Haifa, Israel.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Ross, Murray. -13.

NAYS: 0. CARRIED

NOTICE OF MOTION

Alderman Merling gave notice that he would move at the next Council meeting:

"That the City Solicitor be directed to prepare a by-law preventing members of City Council from running for higher than municipal office unless they tender their resignation after they receive the nomination".

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: that the following Bills be now read a first time.

A-18

D-54, D-55, D-56, D-57, D-58, D-59, D-60, D-61, D-62
D-63, D-64, D-65, D-66, D-67, D-68, D-69, D-70, D-71
D-76

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Ross, Murray. - 15

NAYS: 0 CARRIED

5/30/89

It was moved by Alderman Cooke and seconded by Alderman Agro, that Council move into Committee of the Whole (second reading) to consider the following Bills, with Alderman Kiss in the chair.

A-18;

D-54, D-55, D-56, D-57, D-58, D-59, D-60, D-61
D-62, D-63, D-64, D-65, D-66, D-67, D-68, D-69, D-70, D-71
D-76

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Ross, Murray. - 15

NAYS: 0 CARRIED

Consideration of the Bills (Second Reading)

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: That the Report of the Committee of the Whole on the following Bills:

A-18;

D-54, D-55, D-56, D-57, D-58, D-59, D-60, D-61, D-62
D-63, D-64, D-65, D-66, D-67, D-68, D-69, D-70, D-71, D-76

be, and the same is hereby adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Ross, Murray. - 15

NAYS: 0 CARRIED

5/30/89

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: that the following Bills be now read a third time, signed sealed and enrolled as By-laws:

A-18;

D-54, D-55, D-56, D-57, D-58, D-59, D-60, D-61, D-62
D-63, D-64, D-65, D-66, D-67, D-68, D-69, D-70, D-71, D-76

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch,
Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo,
Jackson, Merling, Ross, Murray. - 15

NAYS: 0 CARRIED

City Council adjourned at 9:55 o'clock, p.m.

REPORT OF THE CO-ORDINATING COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Co-ordinating Committee presents its ELEVENTH Report for 1989 and respectfully recommends:

1. (a) That the Mountain Arena Dehumidifier Project be proceeded with at an estimated gross cost of \$70 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the \$70 000 for this project be financed from the Reserve for Capital Projects, Account No. RF 51203 25303.
- (c) That staff be authorized to make application for any operating or Capital Grant funds applicable to this Project including Wintario Capital Grants if and when such grants become available.

NOTE: This Capital Project was approved by the Parks and Recreation Committee at its meeting on May 23, 1989.

2. (a) That approval be given to the allocation of funds, in accordance with the policy as approved by City Council on 1986, May 13 and as amended on 1986, October 26, for the purchase and installation of metal playlot equipment for the following projects:

- | | | |
|-----|---|----------|
| (i) | Rosedale Neighbourhood Project | \$ 2 300 |
| | (Rosedale & St. Christopher's School) | |
| | to match those funds raised in the community. | |

Note: The estimated total for the project is \$14 600 for a creative metal climber.

- | | | |
|------|---|----------|
| (ii) | Sam Manson Park (Kentley Neighbourhood) | \$ 5 000 |
|------|---|----------|

TOTAL		\$ 7 300
-------	--	----------

- (b) That the purchase and installation of this equipment in the gross amount of \$7 300 be financed from the Reserve for Acquisition of Properties under the Planning Act, Account No. RF 56006 25301.

NOTE: This Capital Project was approved by the Parks and Recreation Committee at its meeting on May 23, 1989.

3. (a) That the construction of the Fire Station on Upper Wellington Street near Stone Church Road be proceeded with at an estimated cost of \$1 400 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the \$1 400 000 for this project be financed by the issuance of debentures.
- (c) That the City Solicitor make application to the Ontario Municipal Board for approval to finance this project at an estimated cost of \$1 400 000 with no eligible subsidies, by the issuance of debentures in the amount of \$1 400 000 for a period not to exceed 15 years, recoverable from the mill rate levied on all rateable property, and further, that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the amount of \$1 400 000 for a term not to exceed 15 years.

NOTE: This Capital Project was approved by the Personnel Committee at its meeting on May 24, 1989.

4. (a) That the Crown Point West/Stipeley Phase II P.R.I.D.E. Programme be proceeded with at an estimated gross cost of \$700 000 (50% Provincial and 50% Municipal) as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the interim funding of \$50 000 required for the planning and organization of the implementation phase of this project be funded from the Reserve for Capital Projects.
- (c) That the City of Hamilton advise the Ministry of Municipal Affairs, Community Renewal Branch, of its intention to utilize the 1989-1990 Allocation under P.R.I.D.E. in the Crown Point West/Stipeley Phase II Project Area.

NOTE: This Capital Project was approved by the Planning and Development Committee at its meeting on May 10, 1989.

5. (a) That \$33 000 be provided for Streetscape Improvements to York Boulevard at MacNab Street.
- (b) That the estimated \$33 000 for this project be funded from the Reserve for Capital Projects.

NOTE: This project was approved by the Planning and Development Committee at its meeting on May 10, 1989.

This project provides for the City of Hamilton to participate in a joint venture with the Eaton Centre development which will provide for concrete crosswalks at MacNab Street and York Boulevard as well as some sidewalk improvements to the northeast entrance of the Hamilton Farmers Market. Cadillac Fairview, within the scope of the new Eaton Centre development, will be supplying a new sidewalk to the south side of York Boulevard from MacNab to James Streets. These improvements will adhere with the existing Downtown Action Plan design on adjacent streets.

6. (a) That the Offer to Purchase the property at 18 Main Street East (south-west corner of Main Street East and Hughson Street South) from DeSantis Group Inc. be amended as follows:
- (i) that the closing date of the transaction be extended from May 29, 1989 up to sixty (60) days after a decision of the Ontario Municipal Board approving of minor variances required for the approved site plan but in any event no later than December 14, 1989.
 - (ii) that the construction commencement date shall be within eight (8) months after the closing date and the construction completion date shall be within two (2) years following the commencement of construction.
 - (iii) that the Mayor and City Clerk be authorized to enter into an agreement to amend the Agreement of Purchase and Sale incorporating these changes.
 - (iv) time is to remain of the essence and all the other terms and conditions are to remain the same.
- (b) That, subject to review and confirmation by the Director of Property and the City Solicitor, approval be given to make representation to the Ontario Municipal Board advising that City Council is of the view that the content of the objection to the decision of the Committee of Adjustment in which approval was granted for a Minor Variance to the Zoning By-law respecting the property at 18 Main Street East as set out in the Notice of Appeal is insufficient and frivolous, and recommending that the Appeal be dismissed and a Board Order issued accordingly. However, regardless of the outcome of the City's representation, that the Ontario Municipal Board be requested to appoint a hearing date as soon as possible.

- * (c) That the required Civic staff be authorized to represent the City's interest at the Ontario Municipal Board hearing.

- 7. (a) That an amount of \$2 100 be approved for providing "signing" for coverage of City Council meetings by Cable 14 T.V. Hamilton for the hearing impaired.
- (b) That the Finance Committee be requested to recommend the method of financing this expenditure.

NOTE: The Regional Municipality of Hamilton-Wentworth will be requested to approve a similar appropriation to provide "signing" of Regional Council meetings. The total annual cost for providing weekly "signing" of both City and Regional Council meetings will be \$4 200 to be split equally between the City and Region. The interpreter will be supplied by the local office of the Canadian Hearing Society.

- **8. (a) That the City of Hamilton complete the contract for the reconstruction of Gore Park with Dufferin Construction for a sum of \$190 000 for all outstanding holdbacks and interest and all delays, loss of productivity and loss of profit resulting from the cancellation of the contract recognizing that all parties shall pay their own legal expenses.
- (b) That the Finance Committee be requested to recommend the source of funding required to finance the amount of \$190 000.

NOTE: This settlement completes the City of Hamilton's obligation with Dufferin Construction in conjunction with the original reconstruction of Gore Park.

- ***9. At its meeting held 1989 May 25, the Co-ordinating Committee had before it the following recommendations from the Parks and Recreation Committee respecting a Senior Citizens Drop-In Centre at 53 Lake Avenue (Warden Park):
- (a) That approval be given to design and construct a new building for use as a Senior Citizens Drop-In Centre, for a total project cost of \$297 000.
- (b) That application be made to the Planning and Development Committee for a revision to the zoning of the property to permit the demolition of the existing building and erecting a new centre.

* Section 6 (c) added during Council
** Recorded vote, see page 808
*** Section 9 referred back with instruction

Recorded vote, see page 808

- (c) That the Co-ordinating Committee be requested to recommend the amount and source of the additional funding required in the amount of \$197 000.

In connection with Subsection (c) above, the Co-ordinating Committee also had before it the following recommendation of the Treasurer relative to financing the design and construction of the Senior Citizens Drop-In Centre:

"That the additional \$197 000 over and above the capital budget provision of \$100 000 for the revised Senior Citizens Drop-In Centre project be financed from the Reserve for Capital Projects."

The Co-ordinating Committee recommends that, as there is a Feasibility/Need Study currently underway to determine adequate recreational services for senior citizens, the additional funding required not be provided.

10. That leave be granted to introduce the following Bill:

- (a) Bill A-18 A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton.

RESPECTFULLY SUBMITTED

MAYOR R. M. MORROW
CHAIRMAN
CO-ORDINATING COMMITTEE

John Thompson
Acting Secretary
1989 May 25
/bc

REPORT OF THE PARKS AND RECREATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Parks and Recreation Committee presents its THIRTEENTH Report for 1989 and respectfully recommends:

1. (a) That the application by the Hamilton Folk Arts Heritage Council to host, "It's Your Festival" in Gage Park from Friday, June 30, 1989 to Sunday, July 2, 1989, inclusive, between the hours of 12:00 noon and 11:00 p.m. be approved subject to the following terms and conditions:
 - i. That \$1 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury, naming the City as co-insured be provided.
 - ii. That location of various booths and activities within the park be subject to the approval of the Parks Division in order to reduce damage and high maintenance costs.
 - iii. That the organizer assume "actual labour charges" associated with event as reported by the Parks Division subsequent to Parks Division representatives meeting with the organizers.
 - iv. That the list of scheduled entertainment be forwarded to the Director of Culture and Recreation at least one (1) month prior to the event in order that:
 - same can be forwarded for review and approval by the Parks and Recreation Advisory Sub-Committee, and
 - discussions can take place with the Hamilton-Wentworth Regional Police for the provision of adequate police security, costs of same to be borne by the applicant
 - v. That the bandshell rental of \$35 per day be applicable.
 - vi. That the organizers arrange for public announcements throughout the event advising the general public that animals are prohibited in the park.

- vii. That any electrician engaged by the applicant to provide additional power sources must be approved by the City.
 - viii. That a detailed accounting of revenues and expenditures satisfactory to the City Treasurer be submitted to the Parks and Recreation Committee following the event.
 - ix. That the Parks and Recreation Advisory Sub-Committee oversee the operation of this event.
 - x. That the Noise Control Officer be requested to monitor and control the noise levels of concerts held in Gage Park during the Festival.
- (b) That the request by the Hamilton Folk Arts Heritage Council to include small Kiddie Rides in conjunction with this Festival be approved subject to the following terms and conditions:
- i. That the rides be located in a portion of the paved parking area at the rear of the bowling green, the number, type and location to be approved prior to the event.
 - ii. That \$1 million Public Liability Insurance would be provided specifically for this purpose, naming the City as co-insured.
 - iii. That the hours of operation would be restricted to 12:00 noon to 8:00 p.m.
 - iv. That the area of the rides would be adequately fenced.
2. That the Hamilton-Wentworth Creative Arts be granted permission to serve alcoholic beverages in Dundurn Park on the occasion of the Festival of World Friends being held in Dundurn Park from August 4th - 9th, 1989, subject to the following terms and conditions:
- (a) That proof of \$2 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury be provided, same to be submitted 30 days in advance of the event and naming the City as co-insured.
 - (b) That the applicant assume responsibility for all labour related charges associated with the event, (set-up, dismantling, clean-up, etc.)
 - (c) That alcoholic beverages be served in the confined area of the pavilion.

- (d) That the applicant adhere to all regulations stipulated by the Liquor Licence Board in the provision of alcoholic beverages.
- (e) That Special Duty Officers as deemed necessary by the Hamilton-Wentworth Regional Police be provided at the applicants expense.

NOTE: Permission was granted by City Council at its meeting of April 11, 1989, to the Hamilton-Wentworth Creative Arts to hold this event in Dundurn Park.

3. That the application by the Hamilton-Wentworth Creative Arts Council to host, "Festival of Friends" in Gage Park from August 11th - 13th, 1989, inclusive, be approved subject to the following terms and conditions:
- (a) That \$1 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury, naming the City as co-insured be provided.
 - (b) That location of various booths and activities within the park be subject to the approval of the Parks Division in order to reduce damage and high maintenance costs.
 - (c) That the organizer assume "actual labour charges" associated with event as reported by the Parks Division subsequent to Parks Division representatives meeting with the organizers.
 - (d) That the list of scheduled entertainment be forwarded to the Director of Culture and Recreation at least one (1) month prior to the event in order that:
 - same can be forwarded for review and approval by the Parks and Recreation Advisory Sub-Committee, and
 - discussions can take place with the Hamilton-Wentworth Regional Police for the provision of adequate police security, costs of same to be borne by the applicant
 - (e) That the bandshell rental of \$35 per day be applicable.
 - (f) That the organizers arrange for public announcements throughout the event advising the general public that animals are prohibited in the park.
 - (g) That any electrician engaged by the applicant to provide additional power sources must be approved by the City.

- (h) That a detailed accounting of revenues and expenditures satisfactory to the City Treasurer be submitted to the Parks and Recreation Committee following the event.
- (i) That the Parks and Recreation Advisory Sub-Committee oversee the operation of this event.
- (j) That the Noise Control Officer be requested to monitor and control the noise levels of concerts held in Gage Park during the Festival.

4. That permission be granted to Racalmutese Maria S.S. Del Monte Ontario Inc. to conduct a fireworks display on the Lax Property, on June 11, 1989, in conjunction with the festival planned for June 10 and 11, 1989, in honour of Maria Santissima Del Monte, subject to the following terms and conditions:

- (a) That a licensed operator be responsible for carrying out the fireworks display.
- (b) That the Racalmutese Maria S.S. Del Monte Ontario Inc. have in place \$2 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury, naming the City as co-insured.
- (c) That the applicant assume the responsibility for all labour related charges related to the event, (i.e. clean-up).

5. That approval be given of the action taken by the Director of Culture and Recreation in approving the request of the Greenhill Co-operation Corporation to hold a Fireworks Display on City property located at Quigley and Greenhill on Monday, May 22, 1989, subject to the following terms and conditions:

- (a) That a Licensed Operator be responsible for carrying out the Fireworks Display.
- (b) That Greenhill Co-operative Corporation have in place a \$1 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury, naming the City as co-insured.

6. That approval be given of the action taken by the Director of Culture and Recreation in approving the request of the Gilkson Community Council to hold a Fireworks Display at Gilkson Park on Monday, May 22, 1989, subject to the following terms and conditions:
 - (a) That a Licensed Operator be responsible for carrying out the Fireworks Display.
 - (b) That Gilkson Community Council have in place a \$1 million General Liability Insurance for Property Damage and Bodily Injury, naming the City as co-insured.
7. (a) That the application by the Feast Committee of the Church of St. Anthony of Padua, to host their annual feast celebration in Ivor Wynne Stadium on Sunday, June 18, 1989, between the hours of 11:00 a.m. and 11:00 p.m. be approved subject to:
 - i. The terms and conditions set down in accordance with Schedule B of the Operational Regulations for use of Ivor Wynne Stadium.
 - ii. The terms and conditions for Fireworks Display at the Ivor Wynne Stadium as approved by City Council, at its meeting held October of 1987.
 - iii. Provision of Public Liability and Property Damage Insurance, naming the City as co-insured in an amount satisfactory to the City.
 - iv. The Licensed Operator providing adequate insurance for his own protection.
- (b) That the low level fireworks display produced by Hands Fireworks be approved.
8. That approval be given of the following actions taken by the Director of Culture and Recreation to acquire track and field equipment for use at the Mohawk Sports Park track facility.
 - (a) Receive the cash donation of seventeen thousand dollars (\$17 000) from Dofasco Inc.
 - (b) Acknowledge receipt of sixteen thousand nine hundred dollars (\$16 900) from the Ministry of Tourism and Recreation - Wintario Development Grant.
 - (c) To receive the donation of track and field equipment at the (estimated value of \$2 100).

- (d) Obtain an appraisal and establish the value of Mr. Haac's donation and issue a tax receipt for the appropriate value.
 - (e) Purchase track and field equipment from the 91st Highlanders valued at \$19 600.
 - (f) Purchase additional track and field equipment and supplies from the lowest quotes obtained by the Manager of Purchasing not to exceed \$14 300.
9. (a) That the Minor Hockey rate for municipal ice for the 1989-90 season be based upon the subsidized rate of \$35 per player for residents of the City of Hamilton.
- (b) That the non-resident rate be based upon the policy of a 50% increase following resident placement.
10. That Scott Park Arena be opened three (3) weeks earlier in the season for 1989-90.
11. That provision be made for groups and organizations booking arenas for ice surface programs or special events to receive support use of the Arena Coaches Room or Lounge at no charge unless being used for fund-raising purposes.
12. That a special prize of a "FAMILY MEMBERSHIP FOR LIFE" be awarded to the winning entrant in the Culture and Recreation "SLOGAN CONTEST".
- NOTE: A "name our slogan" contest will be used as an incentive to solicit survey comments and to provide a "catch" slogan to be used in future promotions. The slogan selection will be judged following a review by the Advisory Committee and recommend to the Parks and Recreation Committee. The awarding will be made at a fall Council meeting.
13. (a) That the Parks and Recreation Committee endorse the sale of alcoholic beverages by the Greek-Canadian Church, on Church property only and in conjunction with their annual Greek Fest to be held August 18, 19, 20, 1989.

(b) That permission be given to the organizers to erect a tent on Inch Park for the purpose of cooking and selling food and to provide an area for entertainment and dancing subject to the following terms and conditions:

- i. That approval be received from Health and Fire Departments for arrangements for the sale of food and refreshments.
- ii. That proof of \$1 million General Liability Insurance for Property Damage and Bodily Injury, naming the City as additional insured, be provided.
- * iii. That Police Security, satisfactory to the Hamilton-Wentworth Regional Police be provided.
- iv. That precaution be taken by the organizers to ensure grounds are not damaged and financial restitution be made to the City for any damage that may occur.
- v. That all City costs over and above the norm, incurred as a result of this event be paid by the applicant.
- vi. That permission be granted to park 100 vehicles on Inch Park, in an area approved by the Parks Division.

14. That a purchase order be issued to R.M.C. Equipment Ltd., Markham, in the amount of \$20 120.40 for the supply and delivery of One (1) Toro Groundmaster for the Cemeteries Division, Public Works Department, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest acceptable of three (3) tenders received. Funds provided in Operating Equipment Account No. CH58005 63001.

As this equipment is required immediately for grass cutting, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following; the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council."

* Section 13 (b) (iii) amended to read:

That Police Security, satisfactory to the Hamilton-Wentworth Regional Police be provided at the expense of the organization.

15. That a purchase order be issued to Hands Fireworks Inc., Mississauga, in the amount of \$16 000, for the Fireworks Display, Victoria Day, in accordance with Vendor's proposal.

NOTE: Lowest acceptable of two (2) proposals received. Funds provided in May 24th Celebrations Account No. CH55327 70005.

To meet the delivery time for the celebrations, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council."

16. (a) That a purchase order be issued to Cimco Div. of Toromont Industries Ltd., Toronto, in the amount of \$209 412 for the maintenance of heavy ice making equipment in various City owned arenas, for a thirty-six month period, with an option in favour of the City to renew for an additional one twenty-four month term, for an amount of \$146 688, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.
- (b) That a contract be entered into satisfactory to the City Solicitor.

NOTE: Lowest of two (2) tenders received. Funds provided in Refrigeration Contract Account No. CH57107 31136.

17. That with respect to 117 West Avenue South expropriation on October 19, 1988 for parks and municipal purposes pursuant to Expropriation By-law 88-181, the City Clerk be authorized and directed to:
- (a) Sign and serve Notice in accordance with Section 41 of The Expropriations Act that possession of the expropriation land is required;

- (b) Sign and serve Offers of Compensation in accordance with Section 25 of The Expropriations Act for the expropriated land as follows:

\$93 000 Former Owners: William Alford Spera

The Spouse of William Alford Spera

Harold MacKenzie

The Spouse of Harold MacKenzie

18. That with respect to 123 West Avenue South, expropriated on October 19, 1988 for parks and municipal purposes pursuant to Expropriation By-law 88-181, the City Clerk be authorized and directed to:

- (a) Sign and serve Notice in Accordance with Section 41 of The Expropriations Act that possession of the expropriated land is required;

- (b) Sign and serve Offers of Compensation in accordance with Section 25 of The Expropriations Act for the expropriated land as follows:

\$108 000 Former Owners: Claudino Gregorio
The Spouse of Claudino Gregorio

Rosa Gregorio

The Spouse of Rosa Gregorio

\$1.00 Tenants: Donald Hagen
The Spouse of Donald Hagen

Nieves Hagen

The Spouse of Nieves Hagen

P. Echlin

The Spouse of P. Echlin

Wayne King

The Spouse of Wayne King

19. That the resolution adopted by City Council at its meeting held 1989 April 25 respecting Liability Insurance coverage for Volunteer Organizations be amended to read as follows:
- (a) That the City provide a grant, in the amount of 50% per participant and 100% per volunteer, to volunteer organizations who are registered with and operate programmes approved by the Department of Culture and Recreation. This grant is for the purpose of off-setting the cost of providing Liability Insurance.
 - (b) That the present policy of providing grants to help off-set the cost of Liability Insurance for those organizations who are registered with and operate approved programmes by the Department of Culture and Recreation, and who have already obtained Liability Insurance, be continued.

RESPECTFULLY SUBMITTED,

C. J. Coutts
Acting Secretary

ALDERMAN T. MURRAY, CHAIRMAN
PARKS AND RECREATION COMMITTEE

1989 May 23

/lp

REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Planning and Development Committee presents its **FOURTEENTH** Report for 1989 and respectfully recommends:

1. That the Building Commissioner **BE AUTHORIZED** to issue demolition permits for the following properties:
 - (a) 916 Upper Paradise Road
 - (b) 930 Upper Paradise Road
 - (c) 247 Brant Street
 - (d) 377-379 Sherman Avenue North
 - (e) 130 Young Street
 - (f) 354 Birch Avenue
 - * (g) 381 Avondale Street
2. That the Director of Community Development **BE AUTHORIZED** to process the following grant/loan(s) in the amounts not to exceed \$7,500. The actual amount of grant or loan to be determined by inspection of the property under the Property Standards By-law 74-74 and pursuant to Regulation 506 (R.R.O. 1980) under The Housing Development Act for the Ontario Home Renewal Programme.
 - (a) Luciano Cacioppo
52 Mulberry Street
 - (b) Agnes Filinski
204 Fernwood Crescent
3. That a repayable loan under the Commercial Facade Loan Programme, in the amount of fifteen thousand dollars (\$15,000.), **BE APPROVED** for 335 Upper Wentworth St., Ankica Miokovic. The interest rate to be 6-3/4 percent, amortized over 10 years.
4. That the City of Hamilton **ACCEPT** the sum of \$7,000. as cash payment in lieu of 5% dedication in connection with "Ridgeview Estates - Phase 3", Hamilton, this being the cash requirement under Section 50 of The Planning Act.

NOTE: These lands are located east of Upper Wentworth Street and south of Stone Church Road in the Butler Neighbourhood, Hamilton.

* Section 1(G) added during Council

5. That the Mayor and the City Clerk BE AUTHORIZED to execute documents for the purpose of releasing two industrial lots (Lots 29 and 30, Plan M-227) known municipally as 215 and 235 Hempstead Drive, Hamilton from the construction covenants contained in Deed No. 106424 L. T. as these covenants have been fulfilled.

NOTE: In adopting Item 11 of the 13th Report of the Planning and Development Committee on 1981 April 28, City Council authorized the sale of the City owned Lots 29 and 30, Plan M-227, Hamilton Mountain Industrial Park No. 1, to Domglas Inc. The transaction was completed on 1981 May 22. On 1982 September 24, a 43,200 square foot building was completed on the site.

6. (a) That APPROVAL be given to the "Intent to Designate" Stinson Street School at 180 Grant Avenue as a property of historical and architectural value, pursuant to the provisions of the Ontario Heritage Act, 1983, as per the Reasons for Designation, attached herewith and marked APPENDIX "A".
- (b) That the City Solicitor BE AUTHORIZED AND DIRECTED to take the appropriate action to have this property designated pursuant to the provisions of the Ontario Heritage Act, 1983.
7. That APPROVAL be given to Proposed Draft Plan of Condominium Application SA-89-03, "Spallacci Plaza", Spallacci Construction, owner, to establish a draft plan of condominium located at the east side of Lancing Drive, north of Rymal Road, subject to the following conditions:
- (a) That this approval apply to the plan prepared by Ashenhurst Nouwens Limited, dated 1989 February 10.
- (b) That the owner agree in writing to satisfy all financial requirements of the Regional Municipality of Hamilton-Wentworth.
8. (a) That Proposed Amendment No. 18 to the Official Plan of the City of Stoney Creek does not conflict with the planning intentions of the City of Hamilton; and;
- (b) That the City Clerk be directed to inform the Regional Municipality of Hamilton-Wentworth regarding (a) above.

NOTE The Region of Hamilton-Wentworth has requested the City's comments on proposed Amendment No. 18 to the Official Plan of the City of Stoney Creek. The purpose of the proposed Amendment is to change the staging of development boundaries for the Stoney Creek West Mountain Area.

9. That APPROVAL be given to include City owned lands with Zoning Application 89-15, and Subdivision Application 88-05, Starward Homes Limited, owner, for property located north of Stone Church Road West and west of Chesley Street, shown as Block "1" on the attached map marked as APPENDIX "B".
10. That the Chairman of the Planning and Development Committee, or his designate, BE AUTHORIZED to attend the 1989 Central Ontario Planners Conference on Thursday, 1989 June 15th in Richmond Hills, Ontario.
11. (A) That Zoning Application 89-07, Adisco Limited, prospective owner, requesting changes in zoning from "AA" (Agricultural) District (Block "1") and "C" (Urban Protected Residential, etc.) District (Block "2") to "D" (Urban Protected Residential - One and Two Family Dwellings, Townhouses, etc.) District modified, for property located in the area south of Stone Church Road East and east of the Ontario Hydro right-of-way, shown as Blocks "1" and "2" on the attached map marked as APPENDIX "C", BE DENIED for the following reasons:
 - (a) The proposed townhouse development conflicts with the intent of the approved Butler Neighbourhood Plan;
 - (b) The proposal to introduce Townhouse development at this location in the interior of the Butler Neighbourhood conflicts with established planning practices and, would be incompatible and out of character with existing and future intended development in the surrounding area;
 - (c) Approval of the application would establish an undesirable precedent and set the stage for future similar applications to permit townhouse development within areas designated for "Single and Double" residential development.
- (B) That APPROVAL be given to an amended Zoning Application 89-07, Adisco Limited, prospective owner, for changes in zoning from "AA" (Agricultural) District (Block "1") and "C" (Urban Protected Residential, etc.) District (Block "2") to "R-4" (Small Lot Single-Family Detached) District, for property located in the area south of Stone Church Road East and east of the Ontario Hydro right-of-way, shown as Blocks "1" and "2" on the attached map marked as APPENDIX "C", on the following basis:
 - (a) That the lands described as Block "1" be rezoned by "AA" (Agricultural) District to "R-4" (Small Lot Single-Family Detached) District;
 - (b) That the lands described as Block "2" be rezoned from "C" (Urban Protected Residential, etc.) District to "R-4" (Small Lot Single-Family Detached) District;

- (c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-27C for presentation to City Council;
- (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for the following changes in zoning for property located in the area south of Stone Church Road East and east of the Ontario Hydro right-of-way:

- (a) Block "1" - Change from "AA" (Agricultural) District to "R-4" (Small Lot Single-Family Detached) District.
- (b) Block "2" - Change from "C" (Urban Protected Residential, etc.) District to "R-4" (Small Lot Single-Family Detached) District.

The effect of the By-law is to permit development for 51 small lot single-family detached dwellings.

12. That APPROVAL be given to Zoning Application 89-08, Starward Homes Limited, owner, for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District for property located on the north side of Stone Church Road West in the area east of Garth Street, shown as Blocks "1" and "2" on the attached map marked as APPENDIX "D", on the following basis:

- (a) That the lands described as Blocks "1" and "2" be rezoned from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District.
- (b) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map W-17C for presentation to City Council;
- (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the by-law is to provide for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District for property located on the north side of Stone Church Road West in the area east of Garth Street, shown as Blocks "1" and "2".

The effect of the by-law is to permit the creation of nine lots for single-family detached dwellings.

13. That APPROVAL be given to Zoning Application 89-20, Barbara Pinto M.D., prospective owner, requesting a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District modified (Block "1"), and for a modification to the established "C" (Urban Protected Residential, etc.) District regulations (Block "2"), for property located at 836 Upper Wentworth Street, as shown on the attached map marked as APPENDIX "E", on the following basis:
- (a) That the lands described as Block "1" be rezoned from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District;
 - (b) That the "C" (Urban Protected Residential, etc.) District regulations as contained in Section 9 of Zoning By-law No. 6593, applicable to the lands described as Blocks "1" and "2", be modified to include the following variances as special requirements:
 - (i) Notwithstanding the provisions of Section 9.(1) of By-law No. 6593, the following commercial uses shall be permitted:
 - (1) a medical office within the existing building; and,
 - (2) an unlighted name plate having an area of not more than 0.2 square metres attached to and, as nearly as practicable, flush with the wall of the dwelling;
 - (ii) That a minimum 3.0m wide landscaped planting strip shall be provided and maintained across the entire westerly rear lot line, and a visual barrier not less than 1.2m in height and not greater than 2.0m in height shall be provided and maintained within the required 3.0m wide landscaped strip.
 - (iii) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1127, and that the subject lands on Zoning District Map E-18 be notated S-1127;
 - (iv) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-18 for presentation to City Council;
 - (v) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.
 - (c) That Schedule "B" to By-law No. 79-275, as amended By-law No. 87-223, respecting Site Plan Control be amended by adding the subject lands thereto.

- (d) That the amending By-law not be passed by Council until the applicant has applied for and received Site Plan Approval.

NOTE: The purpose of the By-law is to provide for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District (Block "1"), and for modifications to the "C" (Urban Protected Residential, etc.) District regulations (Blocks "1" and "2"), for property located at 836 Upper Wentworth Street.

The effect of the By-law is to permit the conversion of the existing single-family dwelling to a medical office use.

In addition, the By-law provides for the following variances as special requirements:

- (a) To permit an unlighted name plate having an area of not more than 0.2 square metres attached to and, as nearly as practicable, flush with the wall of the dwelling;
- (b) To require a landscaped planting strip not less than 3.0m wide across the entire rear yard of the property, and a visual barrier not less than 1.2m in height and not greater than 2.0m in height to be provided and maintained along and within the required 3.0m wide landscaped strip.

14. That Zoning Application 89-24, Maria and Labros Spandonidis, owners, requesting a modification to the established "C" (Urban Protected Residential, etc.) District regulations to permit the conversion of an existing two-family dwelling to a three-family dwelling, for property located at 21 Lottridge Street, as shown on the attached map marked as APPENDIX "F", BE DENIED for the following reasons:

- (a) It represents an intrusion of a three-family dwelling into an area occupied primarily by one and two-family dwellings;
- (b) It represents an over-intensification of use, in that the property does not meet the minimum lot area requirement for a converted dwelling. The minimum lot area requirement is 270.0m^2 (2,906.26 sq. ft.), whereas the property only has 173.11m^2 (1,863.45 sq. ft.) of lot area. Furthermore, the proposed three dwelling units which range in floor area from approximately 35.58m^2 (382.96 sq. ft.) to a maximum of 52.69m^2 (567.15 sq.ft.), do not provide the minimum 65.0m^2 (699.65 sq.ft.) of floor area for a "Class A Dwelling Unit";
- (c) The cubic contents of the second floor of the dwelling were enlarged to facilitate conversion contrary to Section 19(i) of Zoning By-Law No. 6593.
- (d) Approval of the application would establish an undesirable precedent and set the stage for other land owners to convert their dwellings; and,

- (e) Adequate parking cannot be provided for the proposed use. In this regard, no off-street parking is available for the current use, whereas a total of 4 off-street parking spaces are required for the proposed three-family dwelling.
15. That Amended Zoning Application 88-121, Arm-Orn Properties Limited, owner, requesting a modification to the established "M-13" (Prestige Industrial) District regulations to permit, in addition to the uses allowed in the "M-13" District, uses that are allowed in the "M-14" District and to delete the required minimum 13.5m wide landscaped area for property located at 60 and 76 Harlowe Road, as shown on the attached map marked as APPENDIX "G", BE DENIED for the following reasons:
- (a) It is contrary to the intent of the Official Plan and the Mountain Industrial Area Plan;
 - (b) There are other locations in the Mountain Industrial Area where the proposed industrial uses could be more appropriately located;
 - (d) Approval of the proposal could encourage similar applications from other properties along Harlowe Road which, if approved, would change the character of the area and may adversely affect the future use of the Mount Albion Conservation Area; and,
 - (e) The proposed uses are not considered to be compatible or in character with the established and proposed development in the area, especially the adjoining Mount Albion Conservation Area.
16. That leave BE GRANTED to introduce the following Bills:
- (a) Bill D-54 A By-law to amend Zoning By-law No. 6593 respecting land located in the area south of Rymal Road West and west of Christie Street.
 - (b) Bill D-55 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 11 Cannon Street West (formerly Municipal No. 13 Cannon Street West).
 - (c) Bill D-56 A By-law to adopt Official Plan Amendment No. 77 respecting lands located south of Rymal Road East, east of Miles Road, within the Broughton West Neighbourhood.

- (d) Bill D-57 A By-law to amend Zoning By-law No. 6593 as amended by Zoning By-law No. 88-093 respecting lands located on the east side of Upper James Street, in the area south of Rymal Road East.
- (e) Bill D-58 A By-law to amend Zoning By-law No. 6593 respecting land located at the rear of Municipal No. 1296 Upper Gage Avenue.
- (f) Bill D-59 A By-law to amend Zoning By-law No. 6593 respecting lands located at the front of Municipal Nos. 1500, 1514, and 1522 Upper Ottawa Street.
- (g) Bill D-60 A By-law to repeal By-law No. 88-230 being a By-law to amend Zoning By-law No. 6593 respecting Definition of "Family".
- (h) Bill D-61 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 990 West 5th Street.
- (i) Bill D-62 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 242 Jackson Street East.
- (j) Bill D-63 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 158 Dundurn Street North.
- (k) Bill D-64 A By-law to designate land located at Municipal No. 256 MacNab Street North as property of Historic and Architectural Value and Interest.
- (l) Bill D-65 A By-law to designate land located at Municipal No. 258 MacNab Street North as property of Historic and Architectural Value and Interest.
- (m) Bill D-66 A By-law to amend By-law No. 89-126 being a By-law to amend Zoning By-law No. 6593 respecting lands located at Municipal Nos. 1780, 1790, 1796 and 1808 Main Street West.
- (n) Bill D-67 A By-law to amend Zoning By-law No. 6593 respecting lands located at Municipal Nos. 204-214 Hess Street North
- (o) Bill D-68 A By-law to amend Zoning By-law No. 6593 respecting land located at the north-east corner of Quaker Crescent and Queen Victoria Drive.

05/30/89

- (p) Bill D-69 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 1412 Upper Gage Avenue.
- (q) Bill D-70 A By-law to establish Site Plan Control respecting land located at Municipal No. 1412 Upper Gage Avenue.
- (r) Bill D-71 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 18 Christie Street.
- * (s) Bill D-76 A By-law to amend By-law No. 87-312 respecting Appointment of Inspectors.

**17. That the City Solicitor BE AUTHORIZED and directed to prepare a By-law to amend By-law 87-312 by inserting a new paragraph 3(a) as follows:

- 3(a) The person appointed Inspector under clause (a) of Section 6 is hereby appointed Chief Official during the absence for any reason of the person appointed Chief Building Official under Section 3.

Respectfully submitted,

ALDERMAN J. SMITH, CHAIRMAN
PLANNING AND DEVELOPMENT COMMITTEE

Susan K. Reeder
Secretary
1989 May 10

* Section 16 (s) added during Council
** Section 17 added during Council

REASONS FOR DESIGNATION

Stinson Street School
180 Grant Avenue

The original Stinson Street School, erected in 1894-5 on Stinson Street between Grant and Ontario Avenue, is now part of a building complex which occupies a full block bounded to the south by Alanson Street. It is the major landmark in the Stinson neighbourhood, a residential community composed mainly of late 19th and early 20th century houses. The original school was built at the outer edge of the residential development east of Corktown and stood at the foot of the Escarpment close to the Wentworth Street Incline Railway, also opened in 1895.

The original 1894-5 school building and a second building erected to the rear in 1915 were both designed by local architect Alfred W. Peene, best known for his design of the former Hamilton Public Library (now the Unified Family Court). Stinson Street School was one of Peene's first major commissions and the earliest of five City public schools which he designed.

Stylistically, Stinson Street School marked a departure from the High Victorian design of the public schools built in Hamilton during the 1870s and 80s. Both the original building and later addition were designed in a Romanesque Revival style inspired by the work of the American architect, Henry Hobson Richardson, which became the favoured style for public and institutional buildings designed by Canadian architects in the 1890s. The characteristic Richardsonian Romanesque features of Stinson Street School are its bulky square proportions and rugged quality, its rusticated ashlar sandstone base and its semi-circular rusticated stone archway over the recessed main entrance. The transomed windows, massive octagonal chimney and tall parapeted gable with a triple window and flanking chimney-like elements (echoing the pinnacles of more elaborate buildings of this style) are also distinctive Romanesque features.

Stinson Street School is the last surviving Richardsonian Romanesque public building in Hamilton. The outstanding example, the old City Hall designed by James Balfour and built in 1888, as well as two other important buildings erected in the 1890s: Central Collegiate Institute and the former Y.M.C.A. building have all been demolished.

Stinson Street School is also one of only three remaining 19th century Hamilton public schools, the other two being Central Public School (1853) and West Avenue School (1885). Of these, it is the only one fully used for educational purposes.

Appendix "A" as referred to
in Section 6 of the
FOURTEENTH Report for 1989
of the Planning and
Development Committee.

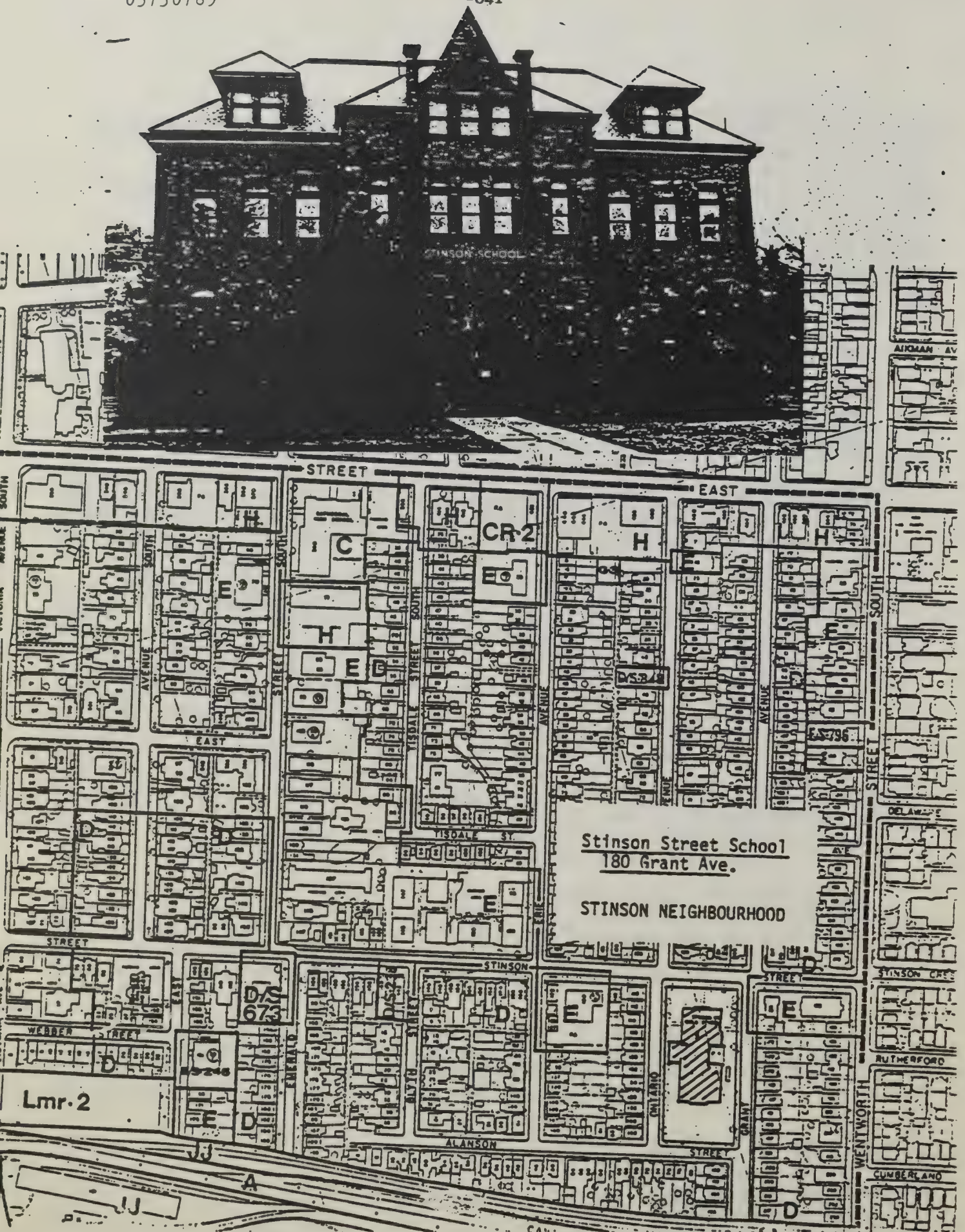
The architectural integrity of both the exterior and interior has been preserved to a very large extent. Aside from a relatively unobtrusive gymnasium addition (1959) linking the 1894 and 1915 buildings, no significant exterior changes have been made. The interior of each building has undergone only one major alteration of an unsympathetic nature: the enclosure of the two stairways between the ground and second floors. The wooden floors and wainscotting, the original wooden staircases of the earliest building and the wood and iron staircase of the later one, and most of the tall panelled wood doors and moulded frames are still intact and in good condition.

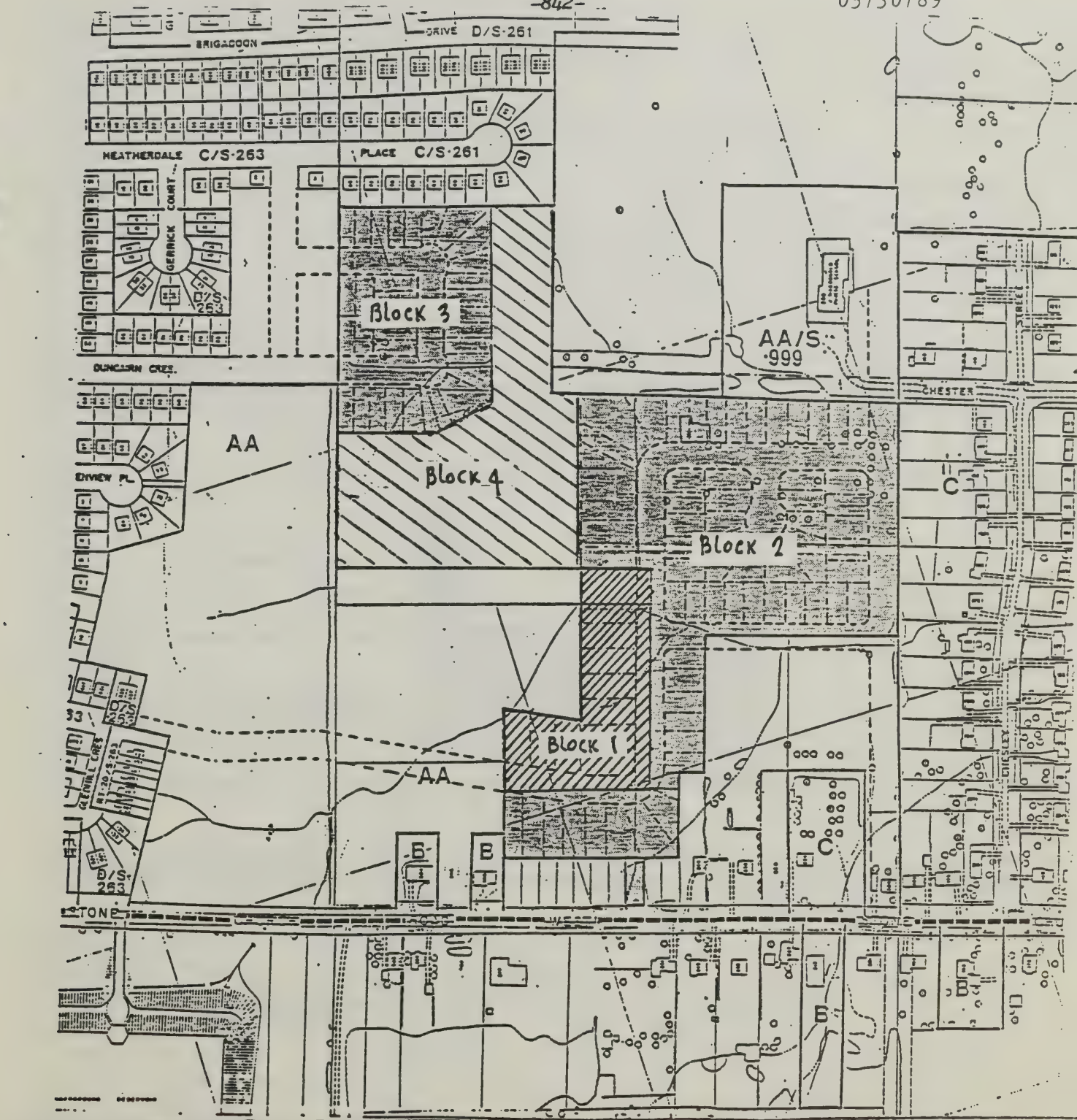
Important to the preservation of Stinson Street School are:

1. (exterior) the facades of both the 1895 and 1915 buildings, including, the five original entrances, the double-hung wooden sash windows, and the slate roofs with their gables, dormers and chimneys, and excluding the gymnasium addition..
2. (interior) the central hall spaces of the first and second floors; original interior features of the halls and stairways, including the classroom doorways, the four main staircases, and the wood floors and wainscotting.

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-841-





LEGEND.



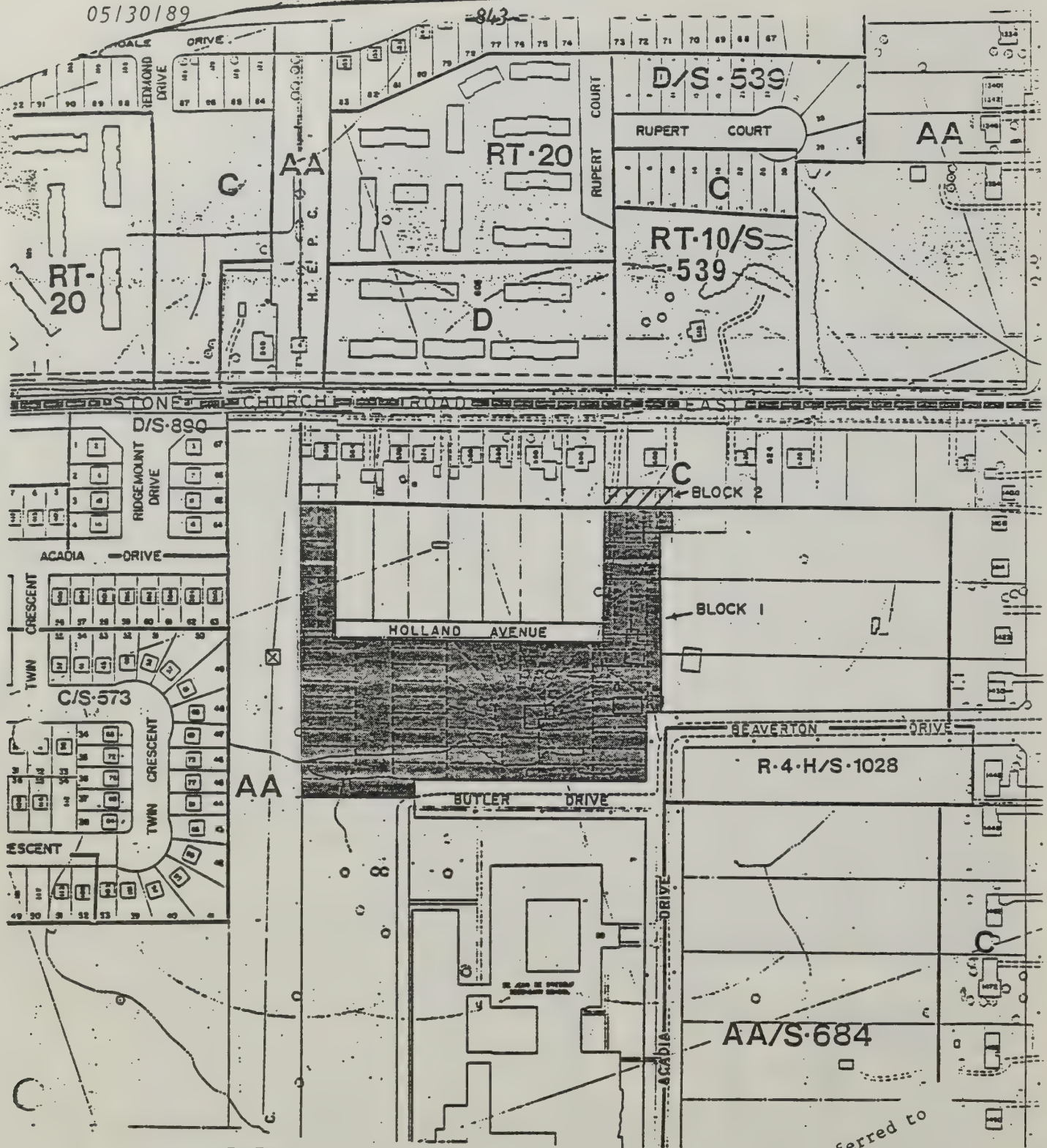
Block 1 Blocks 2 & 3 Block 4

SUBJECT LANDS.

24 80.-
Appendix "B" as referred to
in Section 9 of the
FOURTEENTH Report for 1989
of the Planning and
Development Committee.



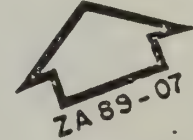
05/30/89



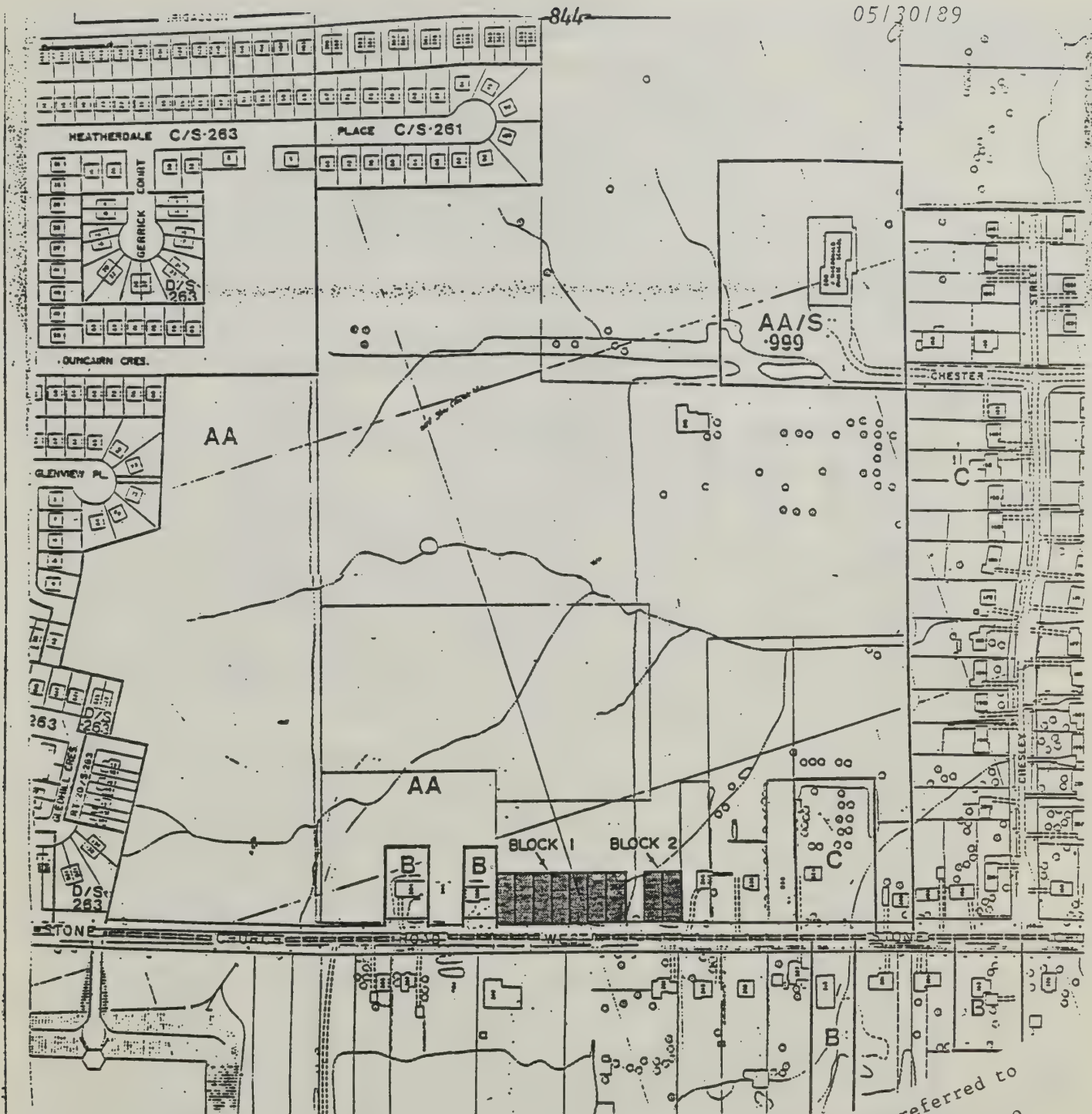
LEGEND

- BLOCK 1 
- BLOCK 2 
- SITE OF THE APPLICATION**

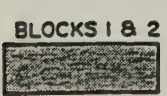
Appendix "C" as referred to
in Section 11 of the
FOURTEENTH Report for 1989
of the Planning and
Development Committee.



APPENDIX A



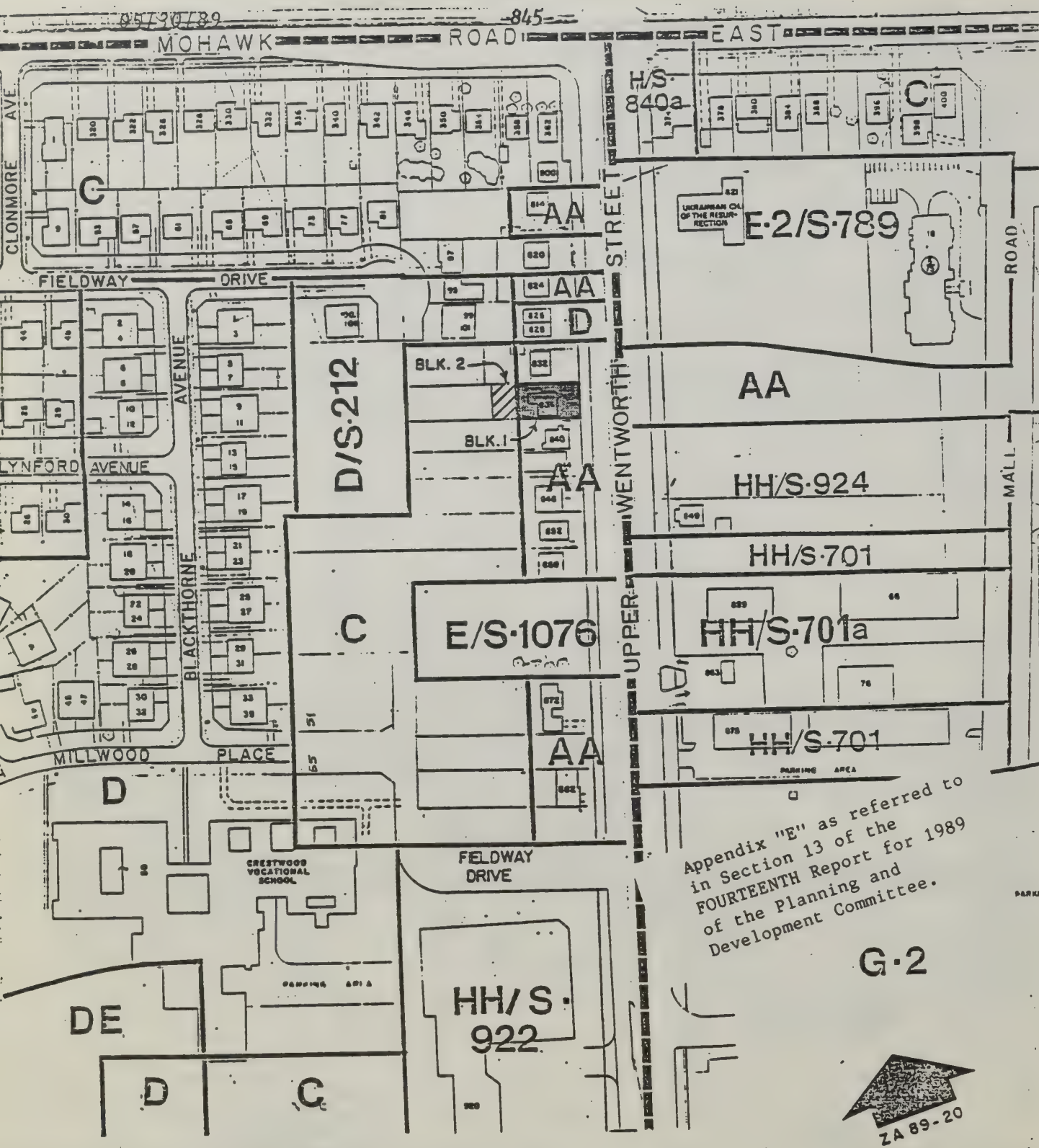
LEGEND



SITES OF THE APPLICATION

Appendix "D" as referred to
in Section 12 of the
FOURTEENTH Report for 1989
of the Planning and
Development Committee.





LEGEND

BLOCK 1



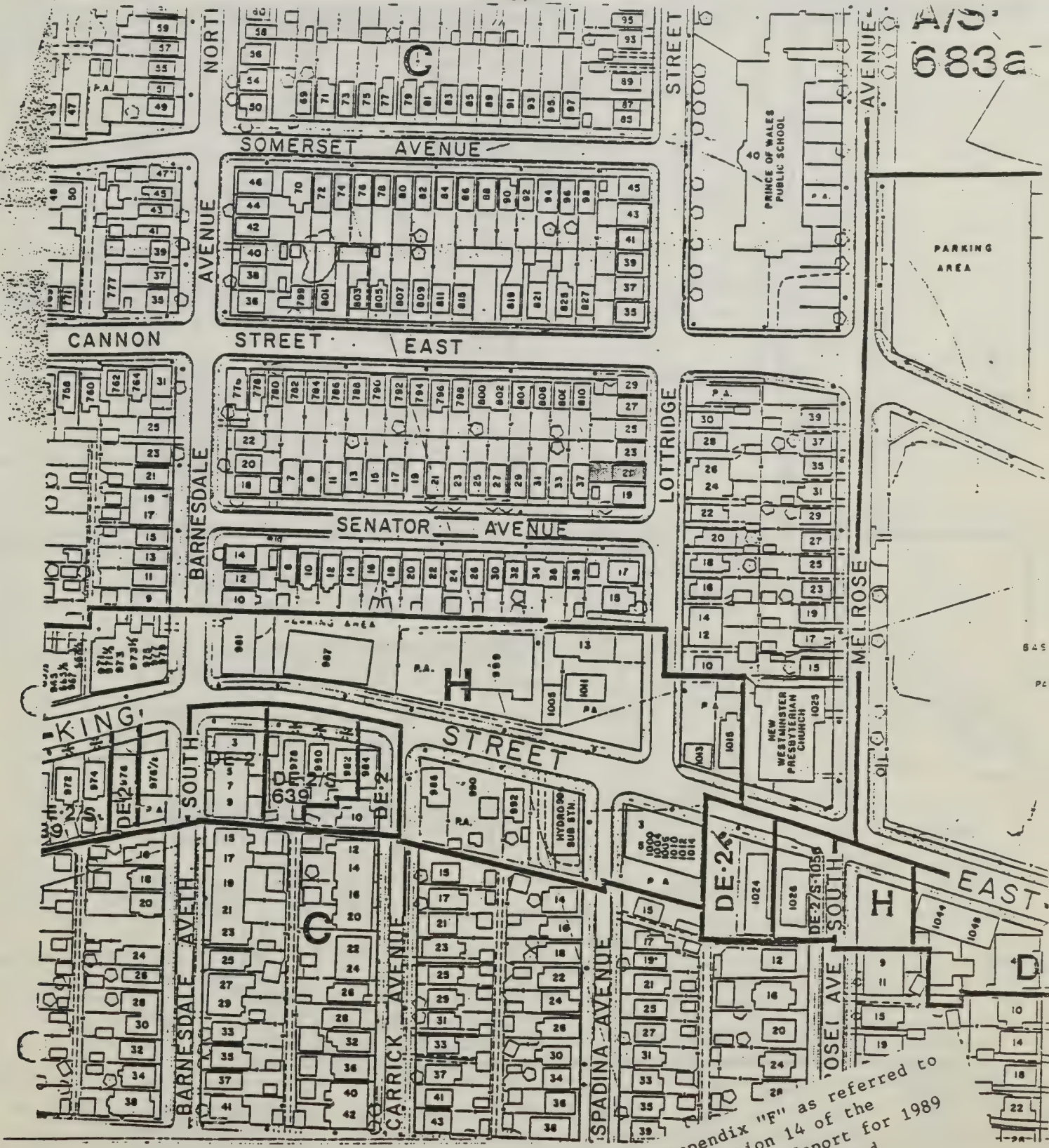
CHANGE IN ZONING FROM "AA" (AGRICULTURAL) DISTRICT TO "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT, MODIFIED.

BLOCK 2



MODIFICATION TO THE "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT.

A/S
683a



Legend



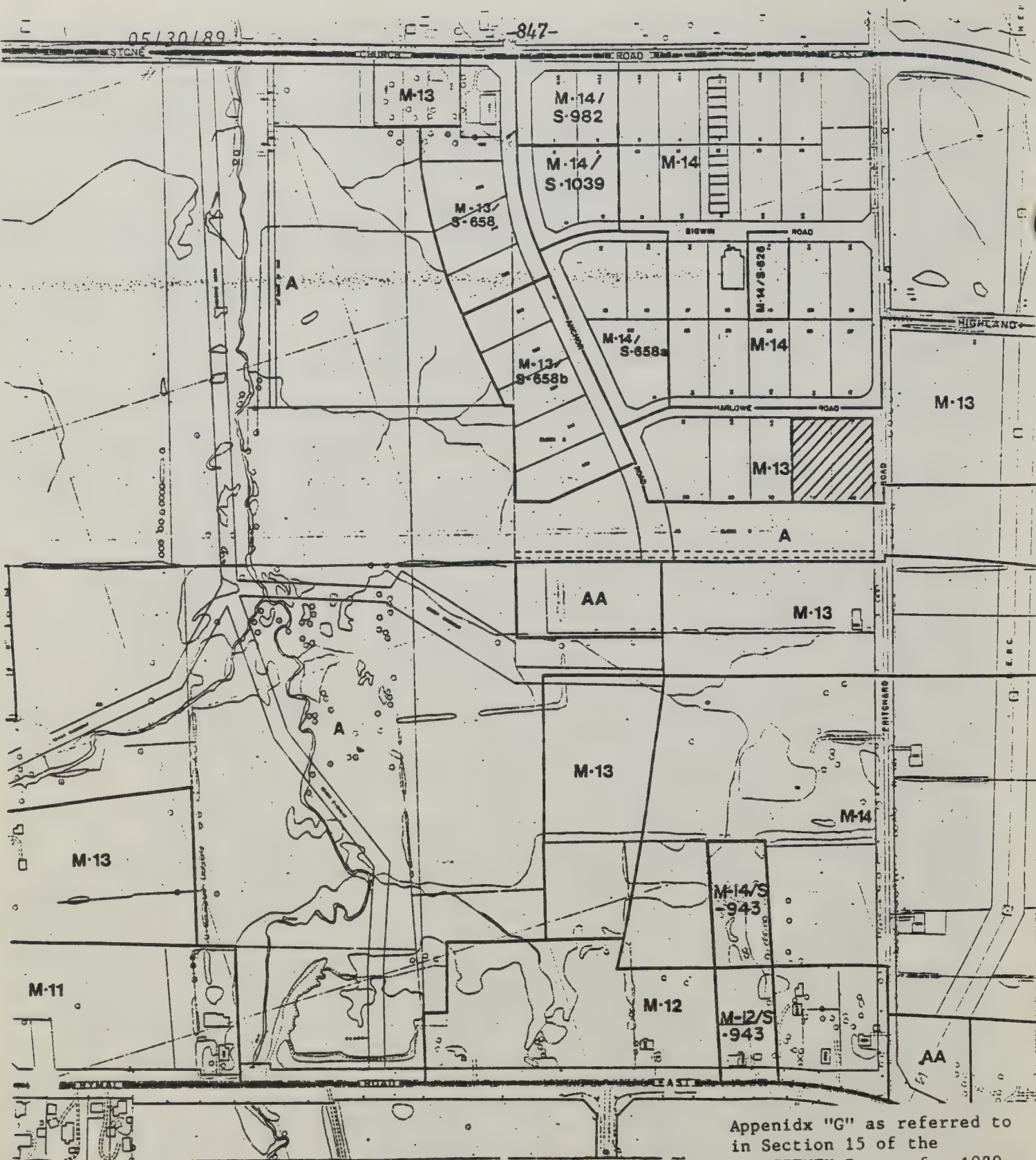
Site of the Application

Appendix "F" as referred to
in section 14 of the
FOURTEENTH Report for 1989
of the Planning and
Development Committee.



05/30/89

-847-



LEGEND.



SITE OF THE APPLICATION.

Appendix "G" as referred to
in Section 15 of the
FOURTEENTH Report for 1989
of the Planning and
Development Committee.

PLANNING UNIT NO 7404	2A 88-121	

REPORT OF THE PERSONNEL COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Personnel Committee presents its NINTH Report for 1989 and respectfully recommends:

1. That a purchase order BE ISSUED to Starfield Safety Wear Manufacturing Co., Toronto in the amount of \$291,200., Provincial Sales Tax extra at 8%, for the supply and delivery of 325 Fire Fighter Bunker Suits in accordance with specifications issued by the Manager of Purchasing and Vendor's proposal.

NOTE: Lowest acceptable of four (4) proposals received. Funds provided in Protective Clothing Account #56116 48001. Additional funding to be provided by City Treasurer.

2. That the account of Ross & McBride, Barristers & Solicitors, dated 1989 March 31, in the amount of \$33,505.93 BE APPROVED.

NOTE: This account covers their litigation services for the City of Hamilton for the month of 1989 March.

3. That the pay grade of the following non-union position in the Treasury Department BE APPROVED:

<u>Position Title</u>	<u>Function</u>	<u>Grade</u>	<u>Range</u>
Accountant- Housing	Financial administration of the Hamilton Housing Company Ltd. and the Municipal Non-Profit (Hamilton) Housing Corporation.	L	\$36,805.08- \$43,340.44

NOTE: Funding accommodated within the 1989 budget.

This position arose as a result of a re-organization in the Treasury Department.

4. That the salary classification for the following non-union position in the Architect's Division of the Property Department BE APPROVED:

<u>Position Title</u>	<u>Function</u>	<u>Grade</u>	<u>Range</u>
Senior Project Manager	To provide services in project management, architectural design and technology in support of the City of Hamilton's and other capital construction programs.	I	\$45,102- \$53,144

NOTE: The request for this position was included in the proposed 1989 budget and approved by City Council on 1989 March 23.

This position was created and approved in response to a request by the Board of Directors for the Municipal Non-Profit Housing Corporation to purchase the services of the Architectural Division.

5. That the Appointments to and Terminations from permanent positions with the Corporation of the City of Hamilton to 1989 May 10, as attached herewith and marked APPENDIX "A", BE APPROVED.
6. That Regional Council BE REQUESTED to give approval to having Regional employees included in a Workplace Daycare Needs Survey being conducted by Alderman D. Christopherson as part of an investigation on the feasibility of establishing a child care facility for Regional and City employees.

Respectfully submitted,

ALDERMAN B. HINKLEY, CHAIRMAN
PERSONNEL COMMITTEE

Susan K. Reeder
Secretary
1989 May 24

THE CORPORATION OF THE CITY OF HAMILTON

APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Cosmo Amore	Street Sweeper Operator (D-9)	Public Works	replacing Mr. B. Vukmanich - transferred	\$25,359.36 to \$25,775.36	\$25,775.36 per annum (2 of 2)	April 17, 1989
Mr. John P. Barry	Probationary Firefighter (N-1)	Fire	replacing Mr. G. Bland - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Gerrit Belmers	Truck Driver-Labourer (D-7)	Public Works	replacing Mr. C. Amore - promoted	\$25,099.36 to \$25,515.36	\$25,515.36 per annum (1 of 2)	April 30, 1989
Ms. Gloria M. Bozich	Banquet Personnel Co-ordinator (5)	Convention Centre (division of H.E.C.F.I.)	New position approved by H.E.C.F.I. Board Mar. 17/89	\$17,171.44	\$17,171.44 per annum	April 17, 1989
Mr. Howard C. Carpenter	Probationary Firefighter (N-1)	Fire	replacing Mr. S. Vanderveen - terminated	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Ms. Cynthia C. Cornell	Receptionist/Convention Centre (5)	Convention Centre (division of H.E.C.F.I.)	replacing Ms. A. O'Sullivan - resigned	\$18,115.76	\$18,115.76 per annum	May 01, 1989
Mr. Mark Crease	Truck Driver-Labourer (Litter Containers) (D-7)	Public Works	replacing Mr. J. McMillan - resigned	\$25,099.36 to \$25,515.36	\$25,515.36 per annum (2 of 2)	April 02, 1989

Prepared 10 May 1989

Appendix "A" as referred to
in Section 5 of the NINTH
Report for 1989 of the
Personnel Committee.

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Robert Divinski	Captain (C-8)	Fire	replacing Mr. N. MacPherson - retired	\$48,150.77	\$48,150.77 per annum	April 16, 1989
Ms. Lynda Everets	Clerk II - Printing & Mailing (E-2)	City Clerk's	replacing Ms. S. Strang - promoted	\$18,625.36 to \$20,065.24	\$20,065.24 per annum (3 of 3)	April 3, 1989
Mr. Robert D. Grubb	Maintenance Assistant (6)	Convention Centre (division of H.E.C.F.I.)	replacing Mr. R. Galway - resigned	\$19,147.96	\$19,147.96 per annum	April 27, 1989
Mr. David G. Hutchison	Probationary Firefighter (N-1)	Fire	replacing Mr. T. McDade - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Stephen James	Probationary Firefighter (N-1)	Fire	replacing Mr. R. Mooney - resigned	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Maurice Juteau	Probationary Firefighter (N-1)	Fire	replacing Mr. W. Taylor - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Michael Karns	Yard Attendant (D-11)	Public Works	replacing Mr. R. McInnis - transferred	\$25,773.28 to \$26,189.28	\$26,189.28 per annum (2 of 2)	April 24, 1989

Prepared 10 May 1989

THE CORPORATION OF THE CITY OF HAMILTON

APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Ian Kerr-Wilson	Curator (Hamilton Steam & Technology) (M)	Culture & Recreation	New Position Approved in 1988 Budget	\$34,397.48 to \$40,474.72	\$40,474.72 per annum (1 of 5)	April 10, 1989
Ms. Irene E. Kovacs	Events Secretary (7)	Convention Centre (division of H.E.C.F.I.)	replacing Ms. C. Bogie - promoted	\$20,000.00	\$20,000.00 per annum	April 10, 1989
Mr. Gary S. MacDonald	Foreman/Woman III (Districts) (13C)	Public Works	replacing Mr. A. Marshall - promoted	\$27,837.68 to \$31,969.60	\$27,837.68 per annum (1 of 3)	April 24, 1989
Ms. Cathy MacGregor	Control Room Clerk (PA-6)	Parking Authority	replacing Ms. S. Bolton -resigned	\$17,210.38 to \$18,037.76	\$17,210.38 per annum (1 of 2)	April 4, 1989
Mr. Alan Marshall	Foreman/Woman II (Districts) (12C)	Public Works	replacing Mr. G. Cavael - resigned	\$28,976.48 to \$34,604.96	\$34,604.96 per annum (3 of 3)	April 24, 1989
Mr. Bryan Moon	Senior Building Inspector (A-16)	Building	replacing Mr. J. Spolnik - resigned	\$36,961.60 to \$42,943.16	\$39,483.60 per annum (3 of 5)	April 03, 1989
Mr. Kim B. Murphy	Probationary Firefighter (N-1)	Fire	replacing Mr. J. Taylor - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989

Prepared 10 May 1989

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Larry D. Noseworthy	Probationary Firefighter (N-1)	Fire	replacing Mr. R. Gay - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Vincenzo M. Oddi	Probationary Firefighter (N-1)	Fire	replacing Mr. G. Pastor - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Edward Reis	Welder (Ontario Certificate) (D-17)	Central Garage (division of Public Works)	replacing Mr. N. Miles - resigned	\$30,207.84 to \$30,623.84	\$30,207.84 per annum (1 of 2)	April 24, 1989
Mr. Donald H. Sherren	Probationary Firefighter (N-1)	Fire	replacing Mr. W. Mitchell - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Richard P. Sherwood	Probationary Firefighter (N-1)	Fire	replacing Mr. D. Hildrop - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Leonard H. Tigchelaar	Probationary Firefighter (N-1)	Fire	replacing Mr. N. Kir - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Robert L. Townsend	Probationary Firefighter (N-1)	Fire	replacing Mr. K. Winning - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989

Prepared 10 May 1989

THE CORPORATION OF THE CITY OF HAMILTON

APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Michael R. Tratch	Firefighter II 3rd Year (N-4)	Fire	replacing Mr. A. Fuller - transferred	\$36,961.52	\$36,961.52 per annum	April 16, 1989
Mr. David H. Ulman	Probationary Firefighter (N-1)	Fire	Additional Staff approved in 1989 Budget	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Ms. Lucy Vincent	Control Room Clerk (PA-6)	Parking Authority	replacing Ms. S. McPhee - resigned	\$17,210.38 to \$18,038.01	\$17,210.38 per annum (1 of 2)	April 4, 1989
Ms. Cynthia-Ann Vitali	Stenographer I (E-5)	City Solicitor's	replacing Ms. R. Spagnuolo - promoted	\$22,321.00 to \$25,096.24	\$22,321.00 per annum (1 of 4)	April 24, 1989
Mr. Ronald Wells	Foreman/Woman II (Districts) (12-C)	Public Works	replacing Mr. G. Hitzroth - retired	\$28,976.48 to \$34,604.96	\$34,604.96 per annum (3 of 3)	May 08, 1989

Prepared 10 May 1989

THE CORPORATION OF THE CITY OF HAMILTON
TERMINATIONS FROM PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON</u>	<u>LENGTH OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Mr. G. F. Cavael	Foreman II (Districts) (12C)	Public Works	Resigned	22 years	April 28, 1989
Mr. J. Patrick Chambers	Programmer II (A11)	Information Systems	Resigned	5 months	April 28, 1989
Mr. Alex Chowchun	Tree Climber (D9)	Public Works	Resigned	3 years, 8 months	April 26, 1989
Mr. George Chung	Utilities/Maintenance Operator (M15)	Central Utilities Plant (division of H.E.C.F.I.)	Retired	23 years, 9 months	April 30, 1989
Mr. Dean Crabbe	Traffic Signal Repairman II (B6)	Traffic Services	Resigned	1 year, 5 months	April 14, 1989
Ms. Sandra Delangis	Clerk Typist III (E1)	Culture & Recreation	Resigned	2 months	April 25, 1989
Mr. William Hubar	Litigation Counsel (F)	City Solicitor's	Resigned	6 months	April 28, 1989
Mr. Paul Kuppe	Commissioner (D)	Building	Retired	31 years, 11 months	April 30, 1989
Mr. William G. Mitchell	Lieutenant (C7)	Fire	Retired	37 years, 11 months	April 30, 1989

Prepared 10 May 1989

05/30/89

THE CORPORATION OF THE CITY OF HAMILTON

TERMINATIONS FROM PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON</u>	<u>LENGTH OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Mr. R. C. Nutley	Manager of Parks (F)	Public Works	Retired	33 years, 9 months	April 30, 1989
Mr. John Spolnik	Senior Building Inspector (A16)	Building	Resigned	8 years, 7 months	April 7, 1989
Mr. Kenneth Winning	Platoon Chief (C12)	Fire	Retired	34 years	April 30, 1989

Prepared 10 May 1989

REPORT OF THE FINANCE COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Finance Committee presents its TWELFTH Report for 1989 and respectfully recommends:

1. That a purchase order be issued to Stranchem-Bus. Unit of CIL, Toronto in the amount of \$17 290 plus provincial sales tax at 8% for the supply and delivery of anti-freeze for the City Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of two (2) tenders received. Funds provided in Oil and Lubricants Account No. CH56204 27005.

2. That a purchase order be issued to Steel City Chrysler, Hamilton in the amount of \$32 519.86 for the replacement of two (2) 3/4 ton vans vehicle no. 9347 and no. 9016, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of two (2) tenders received. Funds provided in Equipment Replacement Fund Account No. RF55003 25201.

3. That a purchase order be issued to Nethercott Chev Olds, Hamilton, in the amount of \$15 032.44 for the replacement of one (1) compact pickup truck, vehicle no. 9080, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of two (2) tenders received. Funds provided in Equipment Replacement Fund Account No. RF55003 25201.

4. That a purchase order be issued to Robert Slessor Pontiac Buick, Grimsby, in the amount of \$22 129.40 for the replacement of one (1) stake dump truck, vehicle no. 9628, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of three (3) tenders received. Funds provided in Equipment Replacement Fund Account No. RF55003 25201.

5. That the estimated cost of \$350 000 for the outfitting of the remaining 325 firefighters who are not yet equipped with bunker suits and related clothing be financed from the Fire Department's protective clothing account of \$100 000 with the balance of \$250 000 by means of an approved overdraft in the budget of the Fire Department at this time pending a re-examination of accounts with a more specific financing recommendation to be reported by the Treasurer near the year end.
6. That the amount of \$10 000 for the provision of special assistive devices for disabled employees, as adopted by City Council on 1989 May 09, be financed by a transfer from the Contingency Account No. CH70010 24120 to the base budget of the Human Resources Centre (City's share).
7.
 - (a) That the City of Hamilton participate in the Challenge '89 - S.E.E.D. Program for three (3) positions approved by the Program.
 - (b) That the estimated City's share of the cost (\$4 004) be financed from the approved 1989 estimates of the Culture and Recreation Department (\$3 024) and the Traffic Department (\$980).

8. That the claim of Dolly Edwards against the City of Hamilton as the result of a fall and injury while walking along John Street between Main and Jackson Streets on 1987 May 28 be settled by a payment of \$17 454.69 by the City to Dolly Edwards, inclusive of all claims for damages, interest and costs as follows:

General Damages	\$ 13 750.00
Special Damages	\$ 3 322.92
Family Law Act Claim	<u>\$ 500.00</u>
TOTAL	\$ 17 572.92
75% of above total (assumed by City)	\$ 13 179.69
Interest	\$ 2 000.00
Costs	<u>\$ 2 275.00</u>
Total Settlement of Claim	<u>\$ 17 454.69</u>

9. That the Summary Report containing a listing and amounts of approved Settlement of Claims attached hereto as APPENDIX "A", be approved.
10. (a) That a 1989 Fixed General Grant in the amount of \$2 000 for McQueston Community Association, be approved.
- (b) That a 1989 Fixed General grant in the amount of \$10 000 for Conqueror II Drum and Bugle Corps, be approved.
- (c) That these grants be funded from within the appropriate Grants Accounts No. GR53XXX 200XX.

Respectfully Submitted,

ALDERMAN W. M. McCULLOCH, CHAIRMAN
FINANCE COMMITTEE

John Thompson, Secretary
1989 May 23

mjlw

05/30/89

APPENDIX "A" as referred to in
Section 9 of the TWELFTH
Report of the Finance Committee

FINANCE COMMITTEE

SUMMARY OF APPROVED SETTLEMENT OF CLAIMS

<u>PLAINTIFF</u>	<u>DEFENDANT</u>	<u>NATURE OF CLAIM</u>	<u>AMOUNT OF SETTLEMENT</u>
Marjorie Walsh	City of Hamilton and Town Manor Hotel	Slip and Fall 1986 February 14	\$ 3 153.65
Suk Chang Kim	City of Hamilton	Accident Main Entrance Doors Hamilton City Hall 1988 May 26	\$ 750.00
Milena and Rudy Stojadinov	City of Hamilton	Trip and Fall 1985 November 26	\$ 10 000.00

REPORT OF THE INFORMATION SYSTEMS COMMITTEE

The Information Systems Committee met at 9:30 o'clock a.m. on Thursday, 1989 May 23 in the Committee Room, 15th Floor, Regional Offices.

Present:

Mr. R. Whynott, Regional Chairman
Chairman (Alderman) J. Gallagher
Councillor S. Napper, Vice-Chairman
Councillor A. Sloat
Alderman M. Kiss
Alderman G. Copps

Members of Council:

The Information Systems Committee presents Report 5-89.

Your Committee recommends:

1. That Microcomputer workstations and printers be acquired in accordance with the following:

<u>Description</u>	<u>Supplier</u>	<u>Price</u>	<u>Comment</u>
IBM-AT (compatible) Workstation	AHyro Electronics	\$ 3 145	lowest acceptable of 24 proposals
Laserjet II-D Printer	Alliance Computers	\$ 2 999	lowest acceptable of 13 proposals
Toshiba 24 Pin Matrix Printer	Compushoppe Inc.	\$ 1 290	lowest acceptable of 19 proposals

NOTE: Funds are provided in City of Hamilton Account No. CH56605 26030 and in various accounts of the Regional Municipality of Hamilton-Wentworth.

Agenda Item #3

2. (a) That Scott Leasing of Mississauga provide leasing services for Microcomputers Workstations and Printers in accordance with their Leasing Proposal dated 1989 April 14 (lowest of 15 proposals received.)
- Scott Leasing \$ 28.90/\$1 000/month for 36 months
- (b) That decisions to lease or purchase be made in each case, in consultation with the respective Corporation's Commissioner of Finance/Treasurer.
- (c) That the leasing agreement be in a form satisfactory to the Solicitors for the Regional Municipality of Hamilton-Wentworth and City of Hamilton.

NOTE: Funds are provided in City of Hamilton Account No. CH56605 26030 and in various accounts of the Regional Municipality of Hamilton-Wentworth.

Agenda Item #4

3. (a) That IBM of Hamilton provide Leasing services to the City of Hamilton in accordance with their proposal dated 1989 May 10. Lowest of five (5) leasing proposals received.
- One IBM 3174 Communications Controller \$272 per month for 60 months.
- (b) That the leasing agreement be in a form satisfactory to the City of Hamilton Solicitor.

NOTE: Funds have been provided for in Account No. CH56638 26022 (Communications Equipment Leasing).

Agenda Item #5

Respectfully Submitted,

J. Gallagher, Chairman
Information Systems Committee

John Thompson, Secretary
1989 May 23

FOR THE INFORMATION OF COUNCIL

- (a) The minutes of 1989 April 20 of the Information Systems Committee were received and adopted as presented.

Agenda Item #1

- (b) Presentation by Mr. S. Roxborough

The Committee received a presentation of the PARCIL Project.

Agenda Item #2

- (c) The following item was received:

Employee Computer Literacy Incentive Program - Status

Agenda Item #6

* REPORT OF THE SPECIAL COMMITTEE TO ADMINISTER
THE HAMILTON-SCOURGE PROJECT

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Special Committee to Administer the Hamilton-Scourge Project presents its FIRST Report for 1989 and respectfully recommends:

1. That an application be made to the Ministry of Culture and Communications for a grant under the Cultural Facilities Improvement Program in the amount of \$2,545,997.00 for the purpose of carrying out Phase I of the Hamilton-Scourge Feasibility Study.

NOTE: Phase I of the Proposed Plan for conducting the Hamilton-Scourge Feasibility Study was submitted on October 27, 1988 by the Technical Study Team to the Hamilton-Scourge Steering Committee, which was established by the Minister of Culture and Communications.

By way of matching grants, the City of Hamilton undertakes to commit:

- (a) the \$370,000.00 already approved from Capital Budget (\$220,000.00 in 1988, \$150,000.00 in 1989) towards the costs of the Conservation Laboratory at McMaster University;
- (b) the \$40,900.00 Federal Grant already on hand, towards the salary of a conservator to work in the lab as part of the study;
- (c) and to undertake to raise in cash and in-kind contributions the equivalent of the outstanding \$2,458,352.00 to complete Phase II of the Project.

The Provincial Grant will enable Phase I to begin at once, during which period the in-kind and cash fund raising commitments would be secured.

Respectfully submitted,

ALDERMAN W. M. McCULLOCH, CHAIRMAN
SPECIAL COMMITTEE TO ADMINISTER
THE HAMILTON-SCOURGE PROJECT

S. J. Dembe, Secretary
1989 May 30

* Report added during Council

06/20/89

SPECIAL MEETING OF HAMILTON CITY COUNCIL
TUESDAY, JUNE 20, 1989
7:20 O'CLOCK, P.M.

The Council met.

PRESENT: Mayor R. M. Morrow, Esq.

Aldermen Cooke, Kiss, Agro, Hinkley, Copps, Christopherson, Agostino,
Lombardo, Smith, Jackson, Merling, Ross, Murray.

ABSENT: Aldermen McCulloch, Drury, Gallagher.

The Mayor called the special meeting to order.

The purpose of this meeting was to consider the Fifteenth Report of the Planning and Development Committee regarding Floral Planters and Floral Hanging Baskets for Business Improvement Area Districts.

It was moved by Alderman Smith, seconded by Alderman Christopherson:

RESOLED: That Rule No. 2 Sub-section (4) of the Procedural By-law, be suspended for this special meeting of City Council in order to consider the Fifteenth Report of the Planning and Development Committee.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Ross, Murray. - 14.

NAYS: 0 - CARRIED

It was moved by Alderman Kiss, seconded by Alderman Christopherson:

RESOLVED: That the report of the Planning and Development Committee, be now considered in Committee of the Whole with Alderman Agro in the chair.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Ross, Murray. - 14.

NAYS: 0 - CARRIED

It was moved by Alderman Kiss, seconded by Alderman Christopherson:

RESOLVED: That the report of the Committee of the Whole on the Planning and Development Committee Report, be and the same is hereby adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Ross, Murray. - 14.

NAYS: 0 - CARRIED

RESOLVED: That Bill D-81 be now read a first time.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Ross, Murray. -14.

NAYS: 0 - CARRIED

Bill D-81 was then read a first time.

It was moved by Alderman Kiss, seconded by Alderman Christopherson

RESOLVED: That the Bill D-81 be now considered in the Committee of the Whole with Alderman Agro in the Chair.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Ross, Murray. -14

NAYS: 0 - CARRIED

Consideration of Bill D-81 (Second Reading)

It was moved by Alderman Kiss, seconded by Alderman Christopherson

RESOLVED: That the Report of the Committee of the Whole on Bill D-81 be adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Ross, Murray. -14.

NAYS: 0 - CARRIED

06/20/89

It was moved by Alderman Kiss, seconded by Alderman Christopherson

RESOLVED: That Bill D-81 be now read a third time.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Ross, Murray. -14.

NAYS: 0 - CARRIED

Bill D-81 was then read a third time, signed, sealed and enrolled as By-law 89-186.

City Council adjourned at 7:25 o'clock p.m.

REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Planning and Development Committee presents its FIFTEENTH Report for 1989 and respectfully recommends:

1. (a) That for 1989, the City use the funds from the Community Development Department's Commercial Improvement Program Account, in an amount not to exceed \$49 500, to supply and maintain
 - i. the floral planters in the Ottawa Street B.I.A. and Downtown Promenade B.I.A.
 - ii. the hanging flower baskets in the following B.I.A.'s:
 - Concession Street B.I.A.
 - Westdale B.I.A.
 - International Village B.I.A.
 - Downtown Promenade B.I.A.
 - Barton Street B.I.A.
 - (b) That staff be directed to meet with all City Business Improvement Areas to determine possible future cost sharing arrangements for the floral planter and hanging flower basket programs.
2. That leave be granted to introduce the following Bill:

Bill D-81 A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton.

Respectfully submitted,

J. J. Schatz
Acting Secretary
1989 June 20

ALDERMAN J. SMITH, CHAIRMAN
PLANNING AND DEVELOPMENT COMMITTEE

06/27/89

SPECIAL MEETING OF HAMILTON CITY COUNCIL
TUESDAY, JUNE 27, 1989
6:00 O'CLOCK, P.M.
ROOM 233, CITY HALL

The Council met.

PRESENT: Robert M. Morrow, Esq., Mayor

Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley,
Drury, Copps, Christopherson, Agostino, Lombardo,
Jackson, Merling, Gallagher, Ross, Murray.

ABSENT: Alderman Smith - vacation

The purpose of this meeting was to consider the proposed Terms of Licence Agreement between the Hamilton Tiger Cat Football Club and the City of Hamilton.

It was moved by Alderman Gallagher and seconded by Alderman Murray

RESOLVED:

- A. That the Mayor and City Clerk be authorized to execute the Licence Agreement between the Hamilton Tiger-Cat Football Club and the City of Hamilton.
- B. That the City deviate from its normal policy of requiring the Club to pay for the entire insurance coverage by "topping up" the coverage requested by \$3,000,000 in the limits for the public liability and property damage insurance with respect to food, beer and souvenir concessions at Ivor Wynne Stadium and Brian Timmis Stadium for an amount of approximately \$1,800.

Recorded vote on A.

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Christopherson, Agostino, Lombardo, Jackson, Gallagher, Ross, Murray. -13.

NAYS: Aldermen Kiss, Copps, Merling. -3. (CARRIED)

06/27/89

Recorded vote on B.

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Copps, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray. -14.

NAYS: Aldermen Kiss, Christopherson -2. (CARRIED)

It was moved by Alderman Murray and seconded by Alderman Ross

RESOLVED: That leave be granted to introduce the following Bill:

A-20

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray. -14.

NAYS: Aldermen Kiss, Copps, -2. (CARRIED)

It was moved by Alderman Murray and seconded by Alderman Ross

RESOLVED: That Bill A-20 be now read a first time.

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray. -14.

NAYS: Aldermen Kiss, Copps, -2. (CARRIED)

It was moved by Alderman Murray and seconded by Alderman Ross that Council move into Committee of the Whole (second reading) to consider the following Bill, with Alderman Agro in the chair.

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray. -14.

NAYS: Aldermen Kiss, Copps, -2. (CARRIED)

06/27/89

Consideration of the Bills (Second Reading)

It was moved by Alderman Murray and seconded by Alderman Ross

RESOLVED: That the Report of the Committee of the Whole on
Bill A-20 be, and the same is hereby adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley,
Drury, Christopherson, Agostino, Lombardo, Jackson,
Merling, Gallagher, Ross, Murray. -14.

NAYS: Aldermen Kiss, Copps, -2. (CARRIED)

It was moved by Alderman Murray and seconded by Alderman Ross

RESOLVED: that the following Bill be now read a third time,
signed sealed and enrolled as a By-law.

A-20

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley,
Drury, Christopherson, Agostino, Lombardo, Jackson,
Merling, Gallagher, Ross, Murray. -14.

NAYS: Aldermen Kiss, Copps, -2. (CARRIED)

City Council adjourned at 7:30 o'clock, p.m.

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, JUNE 27, 1989
7:30 O'CLOCK P.M.

The Council met:

PRESENT: Mayor R. M. Morrow, Esq.

Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps,
Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher,
Ross, Murray.

ABSENT: Alderman Smith, Vacation

The Mayor called the meeting to order.

Rev. Henderson Nurre, St. Paul's Ecumenical Church led the Council in prayer.

The Mayor made the following presentations:

1. (i) Ms. Patricia Rolston
- (ii) Mr. Jerry Chandler - Certificate of Recognition

Mr. Robert Sugden newly appointed Director of Culture and Recreation
subscribed to the declaration of Office.

The minutes of the meeting held May 30, 1989, and the special meeting held
June 20, 1989 were taken as read and approved.

The following petition was received:

1. Gun Control Re: 122 Locke Street South

The following communications were received and forwarded to the appropriate
Committee, except as indicated:

1. An objection to By-law 89-130. (NO ACTION TAKEN)
2. Letter dated June 20, 1989 from Barton Stone United Church. Re: Jerome
Neighbourhood Plan and Zoning Application.
3. Letter dated June 19, 1989 from Mr. Ken Stone Re: Hamilton Tiger Cats.
4. Letter from City Hall Ottawa, dated June 19, 1989 re: Passenger Rail
Service.

5. Application from Carter Welding Supplies Ltd., 171 Brockley Drive for a change in zoning from "J" (Light and Limited Heavy Industry, etc.) District modified to Commercial/Residential for property at No. 186 Hunter Street East, dated May 31, 1989.
6. Application from Mario and Carol DiGiantomasso, 151 Maple Drive, Stoney Creek, for a change in zoning from "B-1" (Suburban Agricultural and Residential, etc.) District to "Commercial" for property at 509 Queenston Road, dated May 31, 1989.
7. Application from 819814 Ontario Inc., 3600 Billings Court, Suite 200, Burlington, Ontario c/o Vernon D. E. Short, M.A.A.T.O. C/O 55 Charles St. W., Suite 2004, Toronto, Ontario, for a modification to the "E-3" (High Density Multiple Dwellings) District regulations for properties at Nos. 43, 45 and 47 Caroline Street North and 57 Napier Street, dated June 6, 1989.
8. Application from Texaco Canada Inc., 1414 Burlington St. E., Hamilton c/o James I. MacMillan, c/o Texaco Canada Inc. 1414 Burlington Street East, Hamilton for a further modification to the "H" (Community Shopping and Commercial, etc.) District regulations for property at No. 649 Upper James Street, dated June 7, 1989.
9. Application from John Mouskos and Istvan Ablaka c/o F. Delibato an P. Famula, Hastings, Charlebois, Feltmate, 100-3410 South Service Road, Burlington, Ontario, for a change in zoning from "C" (Urban Protected Residential, etc.) District to "E" (Multiple Dwelling, Ledges, Clubs, etc.) District for part of property at No. 6 Olmstead, dated June 7, 1989.
10. Application from Diton Construction (Ontario) Ltd., Unit 201, 1515 Upper Ottawa Street, Hamilton, c/o Alan B. Silver, Barrister and Solicitor, 900 - 105 Main Street East, for a modification to the "C" (Urban Protected Residential, etc.) District regulations for property at No. 843 Mohawk Road East, dated June 27, 1989.
11. Application from 804907 Ontario Limited, 2040 Yonge Street, Suite 200, Toronto, Ontario, c/o Ming Sun Holdings Inc., 2040 Yonge Street, Suite 200, Toronto, Ontario for a change in zoning from "M-12" (Prestige Industrial) District to "M-11" (Prestige Industrial) District for property at 1575 Upper Ottawa Street, dated June 7, 1989.
12. Application from DeSantis Group Inc. (Anthony DeSantis, President) c/o Turkstra, Mazza Associates, 15 Bold Street, Hamilton, for a modification to the "I" (Central Business) District for property at 18 Main Street East, dated June 7, 1989.

13. Application from John Paisley In Trust, c/o John Paisley, 629 Brant Street, Main P.O. Box 691, Burlington, Ontario, for a change in zoning from "AA" (Agricultural) District and "C" (Urban Protected Residential, etc.) District to "HH" (Restricted Community Shopping and Commercial, etc.) District for property at 1399 Upper James Street, dated June 7, 1989.
14. Application from Center Gate Properties Ltd., c/o Tony Tirone c/o 90 John St. South, Hamilton, for a further modification to the "E-3" (High Density Multiple Dwellings) District for property at 167 Hunter St. E., dated June 8, 1989.
15. Application from Mr. I. Kostic, c/o Wentworth Construction Planning, 361 Jackson Street West, Hamilton, for a modification to the "R-4" (Small Lot Single Family Detached) District regulations for property at Nos. 718 and 720 Stone Church Road East, dated June 14, 1989.
16. Application from Angelina Vucetich, 152 Kimberly Dr. c/o Walter Vucetich, 152 Kimberly Drive, Hamilton, Ontario for a change in zoning from "C" (Urban Protected Residential, etc.) District to "HH" (Restricted Community Shopping and Commercial, etc.) District for property at No. 57 Rymal Road West, dated June 15, 1989.
17. Application from Vito Sgro and Angelo Sgro, 90 Glen Cannon Drive, Hamilton, Ontario for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District for part of 77 Eleanor Avenue, dated June 16, 1989.
18. Application from 52 James Street South Limited, c/o Ross and McBride, Barrister and Solicitors, One King Street West, Hamilton, Ontario for a modification to the "HI" (Civic Centre Protected) District for property at 17 Main Street West, dated June 16, 1989.
19. Application from Mr. Dan Scully, Southrim Enterprises Ltd., Health Care Management Services, 2132 Dundas Street West, Mississauga, Ontario and Mr. J. M. Keenan, Griffin Development Corporation c/o May, Pirie & Associates Ltd., 3310 South Service Road, Burlington, Ontario for a change in zoning from "AA" (Agricultural) District and "C" (Urban Protected Residential, etc.) District to "DE-3" (Multiple Dwellings) District for property at 197 and 211 Stone Church Road East, dated June 16, 1989.
20. Application from Bethel Gospel Tabernacle, 1355 Upper Wellington Street, c/o Rev. David A. Shepherd; Rev. Roy Pearce, 1355 Upper Wellington Street, P.O. Box 6340, Stn. "F", Hamilton, Ontario for a modification to the "AA" (Agricultural) District to permit the operation of a day nursery within the building for property at 1355 Upper Wellington Street, dated June 19, 1989.

It was moved by Alderman Cooke and seconded by Alderman Kiss that Council move into Committee of the Whole to consider Reports of the Co-ordinating Committee, Transport and Environment Committee, Parks and Recreation Committee, Planning and Development Committee, Legislation Committee, Personnel Committee, Finance Committee, Mayor's Report, Information Systems Committee and the Special Committee to Administer the Hamilton-Scourge Report, with Alderman Agro in the chair.

YEAS: Mayor Mayor, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Agostino, Copps, Christopherson, Lombardo, Jackson, Merling, Gallagher, Ross, Murray. - 16

NAYS: 0 (CARRIED)

(A) CO-ORDINATING COMMITTEE - TWELFTH REPORT

It was moved by Alderman Copps and seconded by Alderman McCulloch

RESOLVED: That the Section 8 of the Twelfth Report of the Co-ordinating be referred back.

(Re: Hiring of Consultant - Crystal Palace)

Recorded Vote on Section 12

YEAS: Aldermen Cooke, McCulloch, Hinkley, Drury, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray. -11

NAYS: Mayor Morrow, Aldermen Kiss, Agro, Copps, Christopherson.
-5. (CARRIED)

(Re: Marquee, Hamilton Place Theatre)

Section 13

Alderman Agro declared personal interest, and took no part in the debate on Section 13 as the firm he works for does work for the client.

(Re: Outdoor Patio Cafe - 16 Jarvis Street)

06/27/89

It was moved by Alderman Murray and seconded by Alderman Christopherson:

RESOLVED: That Section 14 of the Twelfth Report of the Co-ordinating Committee be referred to the Arts Sub-Committee of the Parks and Recreation Committee.

(Re: Art work - Eaton's Centre)

Recorded vote on Section 15

It was moved by Alderman McCulloch and seconded by Alderman Cooke

YEAS: Aldermen Kiss, Copps, Christopherson, Agostino. -4.

NAYS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Lombardo, Jackson, Merling, Gallagher, Murray. -11 (LOST)

(Re: Suspension - Twinning of Ma'Anshan, China)

RESOLVED: That Rule No. 8 be invoked for this meeting of City Council in order to consider a resolution regarding future relationships with Ma'Anshan, China. (CARRIED)

MOTION:

It was moved by Alderman McCulloch and seconded by Alderman Cooke

RESOLVED: That the planned visit of the Chinese Delegation from Ma'Anshan, China which is scheduled to take place in October, 1989 be suspended and further that a review of the twinning arrangements between the City of Hamilton and Ma'Anshan China be undertaken in consultation with the Mundialization Committee and the Hamilton Chinese Community.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Ross. -11

NAYS: Aldermen Lombardo, Jackson, Merling, Gallagher, Murray. -5
(CARRIED)

Recorded vote on Section 16

YEAS: Aldermen Kiss, Agostino. -2.

NAYS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Lombardo, Jackson, Merling, Gallagher, Ross, Murray. -14. (LOST)

(Re: Canada suspending relationship with China)

Council moved in-camera to discuss Section 18 (Re: Appointment of a Building Commissioner)

Following the in-camera session, it was moved by Alderman Merling and seconded by Alderman Lombardo

RESOLVED: That Section 18 of the 12th Report of the Co-ordinating Committee be amended by deleting the name "Peter Lampman" and inserting in lieu thereof the name "Len King". (CARRIED)

It was moved by Alderman Ross and seconded by Alderman Christopherson

RESOLVED: That Section 7 of the Ninth Report of the Co-ordinating Committee which was defeated by City Council at its meeting on April 25, 1989, be reconsidered.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, McCulloch, Drury, Copps, Christopherson, Agostino, Ross. -9

NAYS: Aldermen Agro, Hinkley, Lombardo, Jackson, Merling, Gallagher, Murray. -7. (CARRIED)

(Re: Application of Outdoor Patio Cafe re: 283 King St. E.)

It was moved by Alderman Murray and seconded by Alderman Merling

RESOLVED: That Section 7 of the Ninth Report of the Co-ordinating Committee now being reconsidered be referred back.

YEAS: Aldermen Kiss, Agro, Hinkley, Lombardo, Jackson, Merling, Gallagher, Murray. -8.

NAYS: Mayor Morrow, Aldermen Cooke, McCulloch, Drury, Copps, Christopherson, Agostino, Ross. -8. (LOST)

It was moved by Alderman Ross and seconded by Alderman Christopherson

RESOLVED: That Section 7 of the Ninth Report of the Co-ordinating Committee be adopted.

YEAS: Mayor Morrow, Aldermen Cooke, McCulloch, Drury, Copps, Christopherson, Agostino, Ross. -8.

NAYS: Aldermen Kiss, Agro, Hinkley, Lombardo, Jackson, Merling, Gallagher, Murray. -8. (LOST)

(B) TRANSPORT AND ENVIRONMENT COMMITTEE - ELEVENTH REPORT

Recorded Vote on Section 18:

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray. -15.

NAYS: Alderman Kiss. -1. (CARRIED)

(Re: P.C.B. Contamination)

Section 19

Recommendation of the Co-ordinating Committee. (CARRIED)

(Re: Financing of Bar Brock Estates, Phase 1 and 2)

Section 20

Recommendation of the Co-ordinating Committee (CARRIED)

(Re: Financing Services in Rexford Heights - Phase 2)

Recorded Vote on Section 23

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Christopherson, Lombardo, Jackson, Merling, Gallagher, Ross, Murray. - 14.

NAYS: Alderman Copps. -1. (CARRIED)

Alderman Agro declared personal interest and took no part in the debate on Section 23 as he does business with the applicant.

(Re: Philip Enterprises Inc. processing of various wastes)

Section 24

Alderman Agro declared personal interest and took no part in the debate on Section 24 as he does business with the applicant.

(Re: Philip Enterprises Inc. processing of various wastes)

It was moved by Alderman Merling and seconded by Alderman Copps

RESOLVED: That Rule 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting four-way stop control at the intersections of Roxborough Avenue and Province Street North. (CARRIED)

It was moved by Alderman Merling and seconded by Alderman Copps

RESOLVED: That the following be added as Section 39 of the Eleventh Report of the Transport and Environment Committee:

39. (a) That four-way stop control be implemented at the intersections of Roxborough and Province Street North; and
- (b) That City Traffic By-law 89-72 be amended accordingly.
(CARRIED)

06/27/89

It was moved by Alderman Merling and seconded by Alderman Christopherson

RESOLVED: That Rule 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting the entering into a Ground Lease Agreement with Dominion Realty Company Limited for inclusion in their Commerce Place, Phase II development. (CARRIED)

It was moved by Alderman Merling and seconded by Alderman Christopherson

RESOLVED: That the following be added as Section 40 of the Eleventh Report of the Transport and Environment Committee:

40. (a) That the Corporation of the City of Hamilton enter into a Ground Lease Agreement incorporating the provisions set out in the Agreement annexed hereto as Schedule "A" with Dominion Realty Company Limited for the purposes of leasing subsurface rights to City owned lands (formerly MacNab Street road allowance) to Dominion Realty Company Limited for inclusion in their Commerce Place, Phase II development, and

(b) That the Mayor and City Clerk be authorized to execute this Agreement. (CARRIED)

(C) PARKS AND RECREATION COMMITTEE - FOURTEENTH REPORT

Section 18 - Recommendation of the Co-ordinating Committee (CARRIED)

(Re: Financing Playground Equipment - Armstrong Neighbourhood)

(D) PLANNING AND DEVELOPMENT COMMITTEE - SIXTEENTH REPORT

It was moved by Alderman Lombardo and seconded by Alderman Agostino

RESOLVED: That Rule No. 8 of Procedural By-law 82-208 BE INVOKED for this meeting of City Council to permit consideration of a Demolition Permit Application. (CARRIED)

It was moved by Alderman Lombardo and seconded by Alderman Agostino

RESOLVED: That the following be added as Section (i) of Section 1 of the Sixteenth Report for 1989 of the Planning and Development Committee

- (i) 849 Upper Wentworth Street. (CARRIED)

It was moved by Alderman Lombardo and seconded by Alderman McCulloch

RESOLVED: That the following be added as Section 27 of the Sixteenth Report for 1989 of the Planning and Development Committee:

That in regard to Site Plan Control Application DA-88-118 by The Dominion Realty Company Limited, owner of the lands at 17-35 King Street West, for development of a 16-storey office complex as Phase Two to the existing complex known as Commerce Place, approval be given to the following:

- (a) That Condition e) of the approval of 1989 April 25 for Site Plan Control Application DA-88-118 be modified by replacing the word "Undertaking" with the word "agreement"; and,
- (b) That the following be approved and forwarded to City Council:

That in regard to a proposed +15 Pedestrian System within the development at 17-35 King Street West and, a proposed Pedestrian Bridge between Lloyd D. Jackson Square and Phase Two of the C.I.B.C. complex at 17-35 King Street West, and Site Plan Control Application DA-88-118 by The Dominion Realty Company Limited, owner of the lands at 17-35 King Street West;

- (i) That the Mayor and City Clerk be authorized to execute the Site Plan Agreement dated 1989 June 1 which provides for the following:
1. That the development at 17-35 King Street West will accommodate the proposed Pedestrian Bridge;
 2. That the development will provide pedestrian access through the project during normal business hours;
 3. That unless, by the tenth anniversary of this Agreement, an agreement is reached for the construction, operation and maintenance of the Pedestrian Bridge by all parties whose agreement is required under the Collateral Agreement, then the owner may remove the features pertaining to the Pedestrian Bridge and the obligation of the owner to provide pedestrian access through the development; and,

- (ii) That the Mayor and City Clerk be authorized to execute the Collateral Agreement dated 1989 June 1 which provides for the following:
1. That the owner, at its own expense, arrange for the preparation of architectural and engineering plans and drawings for the Pedestrian Bridge over King Street, connecting LLOYD D. Jackson Square and the project at 17-35 King Street West;
 2. That the owner, at its own expense have the Pedestrian Bridge priced by its contractor for the Project and provide the results of such pricing to the City;
 3. That the owner negotiate with the City and all necessary parties to settle all matters in connection with the construction, operation and maintenance of the Pedestrian Bridge;
 4. That upon reaching such agreement, the owner further agrees to the following:
 - (a) Permit the City to construct and install the Pedestrian Bridge;
 - (b) Enter into an Agreement respecting all matters in connection with construction, operation and maintenance with all parties;
 - (c) Pay to the City, an amount towards the total cost of constructing the Pedestrian Bridge, which amount is not greater than \$233,000.00;
 5. That where, by the tenth anniversary date of this Collateral Agreement, no agreement is reached for the construction and maintenance of the Pedestrian Bridge by all necessary parties, then this Agreement is null and void; and,
 6. That should the City decide to proceed with construction, the owner shall pay to the City, the amount referred to in paragraph 4.(c) when the City determines the successful bidder for construction of the Pedestrian Bridge.

NOTE: The Site Plan Agreement and the Collateral Agreement, which are to be registered on title of the land provide for details for the +15 Pedestrian system within the development at 17-35 King Street West and for the proposed Pedestrian Bridge connection between LLOYD D. Jackson Square and 17-35 King Street West.

The Site Plan Agreement provides that the development at 17-35 King Street West will accommodate the proposed Pedestrian Bridge and permit pedestrian access through the project during normal business hours. The Site Plan Agreement also indicates that unless, by the tenth anniversary date of this Agreement, an agreement is reached for the construction, operation and maintenance of the Pedestrian Bridge by all parties whose agreement is required by the Collateral Agreement, then the owner may remove the features pertaining to the Pedestrian Bridge and the pedestrian access.

The Collateral Agreement provides that the owner, at its own expense, arrange the preparation of architectural and engineering plans and drawings for the Pedestrian Bridge and to have the Pedestrian Bridge priced and to provide the results to the City. In addition, the owner agrees to negotiate with the City and all necessary parties to settle all matters concerning the construction, operation and maintenance of the Pedestrian Bridge. Upon reaching the negotiated agreement, the owner further agrees to permit the City to construct, and install the Pedestrian Bridge in accordance with the prepared plans, and to enter into an Agreement respecting all matters in connection with the construction, operation and maintenance with all parties. The owner also agrees to pay to the City, an amount towards the total cost of constructing the Pedestrian Bridge, which amount is not greater than \$233,000.00 to be paid when the City determines the successful bidder for construction of the Pedestrian Bridge. The Collateral Agreement also indicates that by the tenth anniversary date of the Collateral Agreement, where there is no agreement reached between the owner, the City and all necessary parties for the construction, and maintenance of the Pedestrian Bridge, the Collateral Agreement becomes null and void.

Recorded Vote:

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Murray. -12.

NAYS: Alderman Kiss. -1. (CARRIED)

(E) LEGISLATION COMMITTEE - TENTH REPORT

It was moved by Alderman Copps and seconded by Alderman Christopherson

RESOLVED: That Section 2 of the Tenth Report of the Legislation Committee be referred back. (CARRIED)

(Re: Late evening Bingos)

Recorded Vote on Section 3:

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Copps, Christopherson, Lombardo, Merling, Gallagher, Ross, Murray. -13.

NAYS: Aldermen Agostino, Jackson. -2. (CARRIED)

(Re: Special Occasion Permit - St. Mary's Portuguese Church)

Recorded Vote on Section 12:

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross. -15.

NAYS: Alderman Murray -1. (CARRIED)

(Re: Ad in Spectator - Opening of new Hamilton Civic Hospital)

It was moved by Alderman Merling and seconded by Alderman Murray

RESOLVED: That Rule No. 8 be invoked for this meeting of City Council regarding the sale of Coke in aluminium cans on City Property.

(CARRIED)

The Motion was put.

It was moved by Alderman Merling and seconded by Alderman Murray

RESOLVED: That Coke in aluminium cans not be permitted to be sold on City Property.

It was moved by Alderman Murray and seconded by Alderman Christopherson

RESOLVED: That Resolution re: sale of Coke in aluminium cans on City Property be referred to the Legislation Committee. (CARRIED)

(F) PERSONNEL COMMITTEE - TENTH REPORT

Council moved in-camera to discuss Section 6 (Appendix "A")

It was moved by Alderman Hinkley and seconded by Alderman Drury

RESOLVED: That the position of "Internal Auditor" referred to in the schedule of appointments referred to in Section 6 of the Tenth Report of the Personnel Committee be referred back to the Personnel Committee.

(CARRIED)

(G) FINANCE COMMITTEE - THIRTEENTH REPORT

(H) HIS WORSHIP THE MAYOR'S REPORT - SECOND REPORT

(I) INFORMATION SYSTEMS COMMITTEE - REPORT 6-89

(J) REPORT OF THE SPECIAL COMMITTEE TO ADMINISTER
THE HAMILTON-SCOURGE PROJECT - SECOND REPORT

It was moved by Alderman Cooke and seconded by Alderman Kiss

RESOLVED: That Alderman W. McCulloch be the Acting Mayor for the month of July, 1989. CARRIED

It was moved by Alderman Cooke and seconded by Alderman Kiss that Council move into Committee of the Whole to consider Reports of the Co-ordinating Committee, Transport and Environment Committee, Parks and Recreation Committee, Planning and Development Committee, Legislation Committee, Personnel Committee, Finance Committee, Mayor's Report, Information Systems Committee and the Special Committee to Administer the Hamilton-Scourge Report, be and the same is hereby adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray. - 16

NAYS: 0 (CARRIED)

It was moved by Alderman Cooke and seconded by Alderman Kiss:

RESOLVED: that the following Bills be now read a first time.

A-19
B-72, B-73, B-74, B-75, B-76, B-77, B-78
D-72, D-73, D-74, D-75, D-77, D-78, D-79, D-80, D-82
D-83, D-84, D-85,
G-14.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley,
Drury, Copps, Christopherson, Agostino, Lombardo, Jackson,
Merling, Gallagher, Ross, Murray. - 16

NAYS: 0 (CARRIED)

It was moved by Alderman Cooke and seconded by Alderman Kiss, that
Council move into Committee of the Whole (second reading) to consider
the following Bills, with Alderman Agro in the chair.

A-19
B-72, B-73, B-74, B-75, B-76, B-77, B-78
D-72, D-73, D-74, D-75, D-77, D-78, D-79, D-80, D-82
D-83, D-84, D-85,
G-14.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley,
Drury, Copps, Christopherson, Agostino, Lombardo, Jackson,
Merling, Gallagher, Ross, Murray. - 16

NAYS: 0. (CARRIED)

Consideration of the Bills (Second Reading)

It was moved by Alderman Cooke and seconded by Alderman Kiss

RESOLVED: That the Report of the Committee of the Whole on the
following Bills:

A-19
B-72, B-73, B-74, B-75, B-76, B-77, B-78
D-72, D-73, D-74, D-75, D-77, D-78, D-79, D-80, D-82
D-83, D-84, D-85,
G-14.

be, and the same is hereby adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray. - 16

NAYS: 0. (CARRIED)

It was moved by Alderman Cooke and seconded by Alderman Kiss

RESOLVED: that the following Bills be now read a third time, signed sealed and enrolled as By-laws:

A-19

B-72, B-73, B-74, B-75, B-76, B-77, B-78

D-72, D-73, D-74, D-75, D-77, D-78, D-79, D-80, D-82

D-83, D-84, D-85,

G-14.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray. - 16

NAYS: 0. (CARRIED)

City Council adjourned at 11:55 o'clock, p.m.

REPORT OF THE CO-ORDINATING COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Co-ordinating Committee presents its TWELFTH Report for 1989 and respectfully recommends:

1. (a) That the following Capital Projects for Copps Coliseum as provided for in the 1989 Portion of the 1989-1993 Capital Budget be proceeded with at a total estimated cost of \$222 000:
 - (i) "Steam to Hot Water Conversion" - Conversion of the existing steam heating system utilized for area heating, water coil protection and domestic hot water generation to hot water so as to provide for a reduction in both operating and maintenance costs.....\$125,000.
 - (ii) "Display Advertising Panels" - Supply and install backlit display advertising panels to be located on concourse level and entrance/exit areas.....\$ 25,000.
 - (iii) "Miscellaneous Equipment" - Provision of four (4) portable follow spot platforms of aluminum scaffold type construction. Provision of ride on floor scrubber.....\$ 47,000.
 - (iv) "Improvements to Home Team Dressing Room" - Provision of mechanical i.e. Heating, Ventilator, Air Conditioning, and electrical finishing to home team dressing room.....\$ 25,000.
- (b) That these Capital Projects totalling \$220 000 be financed from the H.E.C.F.I. Reserve Account for Capital Projects.

NOTE: These Capital Projects were approved by the HECFI Board of Directors at its meeting on May 19, 1989.

2. (a) That the following Capital Projects for the Central Utilities Plant, as provided for in the 1989 Portion of the 1989-1993 Capital Budget, be proceeded with at an estimated cost of \$115 000:
- (i) "City Hall - Cooling Tower Retrofit" - Retrofit to cooling towers including replacement of existing wooden wet deck with PVC material.....\$ 25,000.
 - (ii) "City Hall - Fan Plenum Retrofit" - Replace deteriorating sections of supply air fan plenums; repair insulation on plenum exterior and replace steam coil for supply air fan systems.....\$ 90,000.
- (b) That these Capital Projects totalling \$115 000 be financed from the H.E.C.F.I. Reserve Account.

NOTE: These Capital Projects were approved by the HECFI Board of Directors at its meeting on May 19, 1989.

3. (a) That the following Capital Projects for the Hamilton Convention Centre, as provided for in the 1989 Portion of the 1989-1993 Capital Budget be proceeded with at a total estimated cost of \$320 000:
- (i) "Lobby Refurbishing"\$ 30,000.
 - (ii) "Replace Concrete Furniture".....\$ 60,000.
 - (iii) "Replace Vinyl on Moveable Walls".....\$ 75,000.
 - (iv) "Replace Audio Speakers in Wentworth Exhibition Hall".....\$ 40,000.
 - (v) "Equipment and Renovations" - Replacement of Summers Lane glass doors; replace inside signage; construct VIP Board room and washroom in Room 314.....\$115,000.
- (b) That these Capital Projects totalling \$320 000 be financed from the H.E.C.F.I. Reserve for Capital Projects.

NOTE: These Capital Projects were approved by the HECFI Board of Directors at its meeting on May 19, 1989.

4. (a) That the "Television Monitor Message System" Project of H.E.C.F.I. - Corporate be proceeded with in the gross amount of \$50 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget. .
- (b) That the \$50 000 required for this project be financed from the H.E.C.F.I. Reserve Account.

NOTE: This Capital Project was approved by the HECFI Board of Directors at its meeting on May 19, 1989.

5. That the appropriation for the security system for the York Boulevard Parkade be increased by \$35 000 from \$50 000 to \$85 000 and be financed from the surplus funds in the Capital Fund, Account No. CF 9087-45001.

NOTE: With the adoption of Section 3 of the EIGHTH Report of the Co-ordinating Committee, City Council on April 11, 1989 authorized various improvements to the York Boulevard Parkade including the security system. These improvements were financed from the surplus from the construction project and the balance of the surplus remaining (\$68,588.42) was provided in a reserve for future capital expenditures related to the Parkade. This additional cost will be charged against the \$68,588. balance.

6. (a) That the "Up-grading of Existing Parking Facilities" Project of The Parking Authority be proceeded with in the gross amount of \$150 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the \$150 000 required for this project be financed from the Reserve for Off Street Parking.

NOTE: This Capital Project was approved by The Parking Authority of the City of Hamilton at its May meeting.

This project includes replacement of parking revenue control equipment; new fencing; resurfacing of asphalt; signage replacement; landscaping and parking meters.

7. (a) That the "Hamilton and Scourge Laboratory Facility and Equipment" Project be proceeded with in the gross amount of \$150 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the \$150 000 required for this project be financed from the Reserve for Capital Projects.

NOTE: This Capital Project is being recommended by the Hamilton and Scourge Committee.

This Capital Project is to provide for furnishings and equipment including refrigerated storage and Environmental Controls for the Conservation Laboratory constructed at McMaster University.

- *8. (a) That permission be given to utilize the services of a consulting firm to undertake a review of potential sites for the Crystal Palace and to recommend a site.
- (b) That the cost to retain the consultants be financed from the Reserve for Capital Projects as an advance on the \$500 000 provided in the 1990 Portion of the Capital Program related to the "Waterfront Project" which includes the Crystal Palace, with the understanding that this amount be a first charge against the proposed subscriptions to be received in the fund-raising campaign for the Crystal Palace project.

NOTE: With the adoption of Section 14 of the ELEVENTH Report of the Parks and Recreation Committee, City Council at its meeting on April 25, 1989, requested the New Crystal Palace Sub-Committee of the Parks and Recreation Committee to investigate a more suitable site, other than the proposed Waterfront Development Project, for the proposed Crystal Palace.

The Sub-Committee requires the services of consultants in order to undertake a comprehensive review of potential sites.

This Capital Project was approved by the Parks and Recreation Committee at its meeting on June 20, 1989.

9. That Section 3(c) of the ELEVENTH Report of the Co-ordinating Committee approved by City Council on May 30, 1989, relating to the financing of the Fire Station on Upper Wellington near Stonechurch Road, be amended to indicate the term of debentures not to exceed 20 years, rather than 15 years as in the original resolution, so that the Section now reads as follows:

* Section 8 referred back

- "3.(c) That the City Solicitor make application to the Ontario Municipal Board for approval to finance this project at an estimated cost of \$1 400 000 with no eligible subsidies, by the issuance of debentures in the amount of \$1 400 000 for a period not to exceed 20 years, recoverable from the mill rate levied on all rateable property, and further, that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the amount of \$1 400 000 for a term not to exceed 20 years."

NOTE: This change is being recommended in order to provide the Region more flexibility in arranging debenture financing on behalf of the City of Hamilton.

10. That the following Capital Projects for the Public Library Board, as provided for in the 1989-1993 Portion of the Capital Budget, be proceeded with and financed from the "Reserve for Capital Projects - Library".
- (a) "Terryberry Library Second Floor Project" - The purchase of furnishings, equipment and library materials.....\$156,000.
 - (b) "Office Automation Project" - The purchase of microcomputers and a variety of software packages to extend office automation to all locations in the library system.....\$109,980.
 - (c) "Furniture for Office Automation" - The purchase of additional work stations to accommodate microcomputers..\$ 20,000.
 - (d) "Collection Access" - The purchase of microcomputers/ CD-ROM workstations to enhance access to the full range of library information resources.....\$109,090.

NOTE: The Library Board has approved these projects and has requested permission to proceed with same.

11. (a) That City Council approve in principle the construction of a new Senior Citizen's Drop-In Centre at 53 Lake Avenue (Warden Park).
- (b) That the services of an architectural consultant be retained to prepare plans and specifications and cost estimates for this project, and further that the Director of Property be authorized and directed to call for proposals for the architectural services.

- (c) That the Director of Property be authorized and directed to make application to the Planning and Development Committee for a revision to the zoning of the property at 53 Lake Avenue to permit the demolition of the existing building and the erection of a new building.

NOTE: The Parks and Recreation Committee originally recommended that a new Centre be proceeded with at an estimated cost of \$297 000 as opposed to renovating the existing building for which funding in the amount of \$100 000 was provided in the Capital Budget.

The Co-ordinating Committee recommended however that as there is a Feasibility/Needs Study currently underway to determine adequate recreational services for senior citizens, the additional funding of \$197 000 not be provided at this time.

City Council at its meeting on May 30, 1989, when dealing with the recommendation of the Co-ordinating Committee, agreed to refer the matter to the Senior Citizens Council with a request that they report back to City Council through the Co-ordinating Committee within sixty days.

The Co-ordinating Committee wishes to advise that the Senior Citizens Council has reviewed this matter and is recommending that the City proceed with the construction of a new facility.

At such time as the consulting architect is in a position to advise more accurately as to the total costs involved, a recommendation to establish a total budget for this project will be forwarded to City Council.

- *12. That the marquee design for the Hamilton Place Theatre, as prepared by Kramer Design Associates Limited, and as set forth in Appendix "A" attached, be approved.

NOTE: The HECFI Board of Directors approved the design concept at its meeting on June 16, 1989.

The cost of this marquee will be financed from the Hamilton Place Ticket Surcharge Reserve Account, which by later this year is expected to have a balance of approximately \$400 000.

For the information of the Members of City Council, an artist's rendering of the proposed marquee is available for viewing in the office of the Secretary, Co-ordinating Committee.

13. That the application of A.S.A.P. Holdings Ltd., owner of Steeles Restaurant Ltd., 16 Jarvis Street, Hamilton, requesting permission to establish an Outdoor Patio Cafe measuring 65.6 feet by 16.4 feet, on the north side of the Municipal Carpark at King Street East and Jarvis Street be approved during the pleasure of City Council, provided that:

- (a) The owner's sign a Licencing Agreement, satisfactory to the City Solicitor, and the Manager of The Parking Authority, to indemnify and save the City and The Hamilton Parking Authority harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss.
- (b) A first year fee of \$2 420 (payable to The Hamilton Parking Authority) and subsequent Seasonal Licence (from May 1 to October 31), fee of \$485 "plus any costs that may be assessed or incurred by the Municipality, as a result of the approval granted by this licence" be set for this privilege, which fee shall be due and payable 30 days from the date of this resolution.
- (c) The owners may occupy the licenced area of the Municipal Carpark from May 1 to October 31, and furniture, equipment, etc., must be removed from the area at all other times.
- (d) The owners provide proof of \$2 000 000 public liability insurance, naming the City of Hamilton and The Hamilton Parking Authority as an added insured party, with a provision for cross-liability, and deliver the policy, or a certified copy of certificate thereof to the City Solicitor, and maintain the policy during the currency of the agreement, and deliver annually a renewal certificate of the policy to the City Clerk.

NOTE: The annual fee of \$2 040 to be pro-rated for the year 1989.

- *14. (a) That an amount of \$25 000 be provided to the Hamilton and Region Arts Council as the City's contribution toward the total estimated cost of \$125 000 for a major competition for the purpose of establishing a permanent installation of art work in the new Eaton Centre.
- (b) That the Finance Committee be requested to recommend the method of financing this cost.

NOTE: The total cost of this project is \$125 000 of which the City will assume \$25 000 being the cost of administering and co-ordinating the program; Eaton Centre and Cadillac-Fairview will assume the balance of \$100 000 for this project.

Attached for the information of the Members of City Council as Appendix "B" is a letter from the Administrative Director of the Hamilton and Region Arts Council, to Mayor Morrow setting out further details with regard to this proposal.

- **15. That the formal twinning arrangements between the City of Hamilton and Ma'anshan, China, be suspended and reinstituted only if and when there is clear evidence that the human rights violations taking place in China, have ceased; and

That His Worship Mayor R. M. Morrow formally notify the Mayor of the City of Ma'anshan and all other appropriate officials of City Council's decision to suspend this twinning relationship.

- ***16. That the Right Honourable B. Mulroney, Prime Minister of Canada, be petitioned to suspend all diplomatic ties with The People's Republic of China in light of the recent and current human rights violations taking place in that Country; and

That all Member Municipalities of the Federation of Canadian Municipalities be requested to endorse this resolution and advise the Prime Minister of Canada of such endorsement.

17. That City Council concur with the actions of Regional Council in authorizing the Regional Chief Administrative Officer to negotiate a one (1) year contract with Mr. John Johnston for the position of Commissioner of Human Resources within the compensation package for the Salary Grade "B".

* Section 14 referred to the ARTS sub-committee

** Section 15 lost

Recorded vote, see page 876

For Council action on this section, see page 876

*** Section 16 lost

Recorded vote, see page 877

1989 June 27

- *18. That the Chief Administrative Officer and Commissioner of Human Resources be authorized to negotiate the provisions of a contract with Mr. Peter Lampman for a term of two (2) years effective July 1, 1989 within the compensation range "D" for the position of Building Commissioner.
19. That leave be granted to introduce the following Bill:
- (a) Bill A-19 A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton.

RESPECTFULLY SUBMITTED

MAYOR R. M. MORROW
CHAIRMAN
CO-ORDINATING COMMITTEE

J. J. Schatz
Secretary
1989 June 22
/bc

* Section 18 amended to read:

That the Chief Administrative Officer and Commissioner of Human Resources be authorized to negotiate the provisions of a contract with Mr. Len King for a term of two (2) years effective July 1, 1989 within the compensation range "D" for the position of Building Commissioner.

Appendix "A" as referred to in
Section 12 of the TWELFTH
Report of the Co-ordinating
Committee for 1989.

Signing and Information Graphics for Hamilton Place Theatre

Mandate:

To convey a real sense of theatre and a clear definition of the entrance to Hamilton Place & Theatre. To provide an unmistakable visual presence in downtown Hamilton.

To provide information for vehicular and pedestrian traffic as well as instant information about 'what's on' and future events.

To accomplish these requirements in a manner and style compatible with the nature, usage, form, material, and colouration of the building.

Solution:

In response to all of the specified requirements, and a wish to appear as an 'up-to-date' component of the cultural environment, we have incorporated some of the most current signing technology with the use of names, logos, colour, lighting, materials, and computer generated information-graphics which together identifies and informs, day or night, in an attractive, visually compelling, attention-demanding manner.

Detail Description

Upper Building Level:

Vertical, interior lit sign panels, 25' high x 5' wide, carry the message 'Hamilton Place' in illuminated white letters 21" high on a blue ground. Two vertical, illuminated red panels act as signals from a distance, and are related to the red of the Hamilton Place logo. They measure 22' high x 21" wide in size.

Eight pale blue enamel on steel panels at either side, above the upper windows, create a visual bridge between the grey colouration of the concrete and the strong blue of the naming sign panels.

Mid Level:

A major, two sided computerized information-graphics system will provide continuous, animated information and graphics, detailing current and future events at the Theatre, or any other desired relevant information. Attention-getting graphics as well as seasonal messages can be easily generated. The computerized message sign faces measure 10' high x 20' wide each. A clearly visible, interior logo of the theatre appears on each face, the logo panel measuring approximately 10' x 10' overall with the actual logo at approximately 5' square.

Canopy Level:

A bronze treated, steel framed canopy, in three sections, with green wire glass cladding and theatre bulb lighting will carry the identification 'Hamilton Place Theatre' in red, self-illuminated letters, approximately 18" in height. This will provide easy legibility from approximately 500-600 feet. The canopy will span the building entrance, angle upward and outward, provide shelter from the weather and light at the entrance, while emphasizing a sense of 'arrival' and of theatre. The depth of the canopy is approximately 15 feet.

Entrance Level:

Two illuminated, information-poster cases, wall mounted, will provide further interest and the ability to convey additional information to patrons and passers-by. The cases will be internally illuminated and measure approximately 1 1/4" deep.

HAMILTON AND REGION

Arts
Council

February 9, 1989

Mayor R. Morrow
City of Hamilton
71 Main Street West
Hamilton, Ontario
L8N 3T4

Appendix "B" as referred to in
Section 14 of the TWELFTH
Report of the Co-ordinating
Committee for 1989.

Dear Mayor Morrow,

Cadillac Fairview and Eaton's Properties have agreed to provide partial support for the commission of a major artwork in the new Hamilton Eaton's Centre. Through the initiative of the Hamilton Arts Council and its Visual Arts Committee, discussions on this subject with the developers have moved forward in a positive fashion.

The purpose of the commission, for which we plan to hold an open, community-wide competition, is outlined in the attached proposal summary. I would only like to add that the Arts Council is eager to launch a project of this scope, not only to provide this city's artists with a professional opportunity seldom provided in this community, but also to give to the people of Hamilton a unique cultural presence in a public venue. This has been done with great success in other developments in communities of a similar size; not to mention the high profile identity piece of Toronto's Eaton Centre: Michael Snow's "Flightstop".

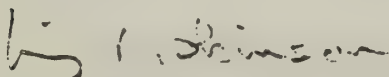
Representatives from Cadillac Fairview have suggested that if this is to be a community-based project, the community itself should invest in at least a portion of the total costs. We all recognize that the planned Hamilton Eaton Centre is a private commercial development, but it is also a very public place for the residents of and visitors to Hamilton.

The agreement between the City and Cadillac Fairview / Eaton's Properties to refurbish and install Hamilton's old city hall clock sets a good precedent for a partnership between the City and the developers in creating a culturally rich environment for this community. It is a precedent we think will establish the groundwork for favourable consideration of this proposal.

I ask members of the Co-ordinating Committee to place this proposal on the agenda at one of your meetings. I would be pleased to make a brief presentation at the meeting if possible.

If you require any more information, please feel free to call me at 529-9485.

Sincerely,



Liz Robinson
Administrative Director

LR/ma
encl.

HAMILTON AND REGION

Arts Council

HAMILTON PLACE

P.O. Box 2080, Station "A"
Hamilton, Ontario L8N 3Y7
(416) 529-9485

STATEMENT OF INTENT

To initiate a major competition for the purpose of establishing a permanent installation of art work in the new Hamilton Eaton Centre.

The sculpture would be intended to:

- i) be an expression of art within a major commercial development in the city, drawing attention to the importance of cultural expression in public venues;
- ii) offer local artists the unique opportunity to participate in a professional competition on a major scale.
- iii) compliment the architecture of the new building.
- iv) become an identity piece of the Centre.

METHOD

An open competition is recommended. An 'open' competition is suggested to ensure that all city and Regional artists will be eligible to enter the competition.

An ADVISORY COMMITTEE will be struck to oversee the competition. This would consist of members of the Visual Arts Committee of the Arts Council, a representative from Cadillac Fairview, and/or a representative from the architect involved.

A SELECTION COMMITTEE will be set up to review the submissions and select artists to enter the second stage of the competition. The SELECTION COMMITTEE will consist of one or more local art directors, representatives from sponsor(s) involved and the architect involved. The selection process will involve two stages:

- i) submissions from artists in response to terms of reference stated in the call for entry;
- ii) selection of 3 - 4 finalists to submit maquettes of the concept described in the first stage of the competition.

FUNDING

The Arts Council will seek to secure funding for this project from:

- i) the city of Hamilton - \$25,000
- ii) Eaton's Properties and Cadillac Fairview - \$100,000

The budget will include an administration fee for the Hamilton and Region Arts Council for co-ordinating the competition. It also includes the artists' fees for stage two of the competition, the actual commission fee, and promotion, materials, and printing costs.

The Hamilton Eaton Centre will open in October 1990. The unveiling of the art installation is scheduled to coincide with the opening.

1989 June 27

REPORT OF THE TRANSPORT AND ENVIRONMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Transport and Environment Committee presents its ELEVENTH Report for 1989 and respectfully recommends:

1. That an Offer to Purchase executed by Mr. A.DiSilvestro, President of Adisco Limited on May 11, 1989 and scheduled to close on August 21, 1989 for the purchase of a one (1) foot reserve along the northerly limit of Butler Drive be approved and completed. This Offer to Purchase is subject to conditions as set out in Schedule "A" of the agreement.

NOTE: The subject parcel of land has a frontage along the northerly limit of Butler Drive, and along the westerly limit of Acadia Drive, containing 576.96 square feet (53.6 square metres) and is shown as Part 2 on attached copy of a plan prepared by MacKay, MacKay and Peters. The purchase price of \$40 500 is to be credited to Account No. RF 45001 25207. A certified deposit cheque in the amount of \$4 000 is being held by the City Treasurer pending approval of this transaction.

2. That an Offer to Purchase a 1' Reserve along the westerly limit of Mall Road, executed by Dr. Stanley Yu, President of Upper Wentworth Medical Centre Holdings Ltd. on May 31, 1989 and scheduled for closing on August 21, 1989, be approved and completed.

NOTE: The subject parcel has a frontage along the westerly limit of Mall Road of 107.47 feet (32.76 metres) by a depth of one foot (.31 metres) shown as Part 3 on attached copy of Plan 62R-8041 Surveys. The purchase price of \$18 224.22, subject to adjustments per Southam Construction Cost Index, as outlined in Schedule "A" of the agreement is to be credited to Accounts 31204-041 (Sanitary Sewer Reserve) and 31206-041 (Storm Sewer Reserve). A certified deposit cheque in the amount of \$1 800 is being held by the City Treasurer pending approval of this transaction.

1989 June 27

3. (a) That the City enter into a lease with William R. Hodgskiss for 300 square feet more or less of vacant land at the rear of 1 Arkledun Avenue for a period of one year commencing August 1, 1989 at an annual rental of \$100 plus taxes (estimated to be \$35.64). The revenue from this rental is to be credited to Account No. CH44104 31106.

It is understood and agreed that

1. upon approval of this lease, the lessee agrees to enter into a Boulevard Parking Agreement with the Traffic Department, thereby giving the lessee sufficient space to use the area between the travelled roadway and his property line, for parking purposes,
 - ii. the lessee agrees to hard surface with asphalt or concrete the entire parcel being leased, including that portion of the road allowance being used for parking, to the satisfaction of the Director of Traffic Services.
- (b) That the City Solicitor be directed to prepare the necessary agreements to finalize this transaction.

4. That the lease of the MacNab Street South road allowance to Dominion Realty Limited, as described in Item 1 of the 8th Report of the Transport and Environment Committee, adopted by City Council on April 11, 1989 be amended as follows:

- (a) to provide for a renewal of the lease of successive twenty (20) year periods after the initial twenty (20) year lease and that the lease be tied into or commensurate with the term or life of the Tunnel Access Easement Agreement.
- (b) that the annual rental fee to be charged to the Lessee for the lease of the road allowance lands of MacNab Street during any renewal period be at full market rates prevalent throughout the renewal period and to be negotiated at the time of renewal, subject to any dispute as to the market rental rate at the time of renewal being decided pursuant to the provisions of The Ontario Arbitrations Act, Chapter 25, R.S.O., 1980.

1989 June 27

5. That Millen Construction Ltd. be authorized to include the City owned 1' Reserve, located along the south side of Beaverton Drive and the east side of Acadia Drive, in their application for registration of their own land into the Land Title System.

NOTE: The subject reserve is known as Part 2 on Reference Plan H-H649.

6. That in commercial areas, whenever municipal sidewalks are being reconstructed, boulevards should be reinstated in concrete.
7. That a purchase order be issued to Dan Greer Enterprises, Burlington, in the amount of \$32 369.76 for the purchase of One (1) Cold Planer, Central Garage, in accordance with specifications issued to by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of two (2) tenders received. Funds provided in Streets Equipment-concrete Grinder-Capital Budget Account No. CF5503-608951002.

8. That a purchase order be issued to W.E. Wilkinson Limited, Hamilton, in the amount of \$11 897.28 for the supply and installation of two (2) Precast concrete Buildings, Public Works Department, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender:

NOTE: Lowest of three (3) tenders received. Funds provided in Emergency Measures Account No. CH56103 60015.

These buildings are required for Emergency Measures. As the delivery/completion time is 6 weeks and the next meeting of Council is June 27, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

9. (a) That purchase orders be issued for Labour and Equipment Rental, Public Works Department, in accordance with specifications issued by the Manager of Purchasing and Vendors' tenders attached hereto as Schedule "A".
- (b) That the term of the agreement be to December 31, 1989, with an option in favour of the City to extend for an additional two one (1) year terms ending November 30, 1991.

1989 June 27

10. (a) That the Director of Public Works be authorized and directed to construct:
 - i. A 1.5m wide asphalt path on the west side of Upper Sherman Avenue between Limeridge Road and the north end of the existing sidewalk south of Limeridge Road at an estimated cost of \$5 000.
 - ii. A 1.5m wide stone path to connect Kingsberry Street with Carson Drive at an estimated cost of \$1 800.
 - iii. A 1.5m wide stone path on the south side of Acadia Drive from Upper Sherman Avenue to the north-south leg of Acadia Drive, at an estimated cost of \$7 000.
- (b) That the cost of this work be financed from the Paths and Walkways Account No. CH57410-52015.
11. (a) That the City Solicitor be authorized and directed to prepare a By-Law to incorporate Block 74, Plan 62R-577 into Fusilier Drive.
- (b) That the City Solicitor be authorized and directed to prepare a By-Law to incorporate Block 75, Plan 62R-577 into Dragoon Drive.
- (c) That the City Solicitor be authorized and directed to prepare a By-Law to incorporate Block 73, Plan 62R-577 into Corsica Court.
- (d) That the City Solicitor be authorized and directed to prepare a By-Law to incorporate the most southerly 137.21m of Part 2, Plan 62R-9557 into Mount Pleasant Drive.
- (e) That the City Solicitor be authorized and directed to prepare a By-Law to incorporate the remainder of Block 146, Plan 62M-502 being that portion lying between the production easterly of the southern limit of Lot 51 and the production easterly of the northern limit of Lot 50, Plan 62M-502, into Brigade Drive.
- (f) That the City Solicitor be authorized and directed to prepare a By-Law to incorporate Block 70, Plan 62M-577 into Brigade Drive.
- (g) That the City Solicitor be authorized and directed to prepare a By-Law to incorporate Block 123, Plan 62M-516 into Brigade Drive.

1989 June 27

- (h) That the City Solicitor be authorized and directed to prepare a By-Law to incorporate part of Block 90, Plan 62M-488 into Ruby Street, said part being Part 2 on Reference Plan 62R-10245.
 - (i) That the City Solicitor be authorized and directed to prepare a By-Law to incorporate Block 113, Plan 62M-528 into Rushdale Drive.
 - (j) That the City Solicitor be authorized and directed to prepare a By-Law to incorporate Parts 3, 4, and 5, Plan 62R-9557 into Templemead Drive.
12. That the application of Bruce A. Mowat, Solicitor, on behalf of the present owner of 568 Beach Road to retain the inadvertent encroachment on Conrad Avenue consisting of a Quonset Building measuring 1.04m (3.3') x 9.14m (30.0'); an insulbrick Building measuring 1.04m (3.3') x 5.18m (17.0') be approved during the pleasure of Council provided:
- (a) That the owner enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss.
 - (b) That a first year fee of \$125 and subsequent annual fee of \$20 be set for this privilege.
 - (c) That the Mayor and City Clerk, be authorized to sign and execute all necessary documents to implement this agreement.
13. That the application of Mr. Mark Alldis on behalf of the present owner of 355/357 MacNab Street North, to retain the inadvertent encroachment consisting of wooden steps measuring 0.62m (2.05') x 4.88 (16') be approved during the pleasure of City Council provided:
- (a) That the owner enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss.
 - (b) That a first year fee of \$125 and subsequent annual fee of \$20 be set for this privilege.
 - (c) That the Mayor and City Clerk, be authorized to sign and execute all necessary documents to implement this agreement.

1989 June 27

14. That the application of Diane Montour the present owner of 104 Britannia Avenue to retain the inadvertent encroachment consisting of porch and house eaves, measuring 10.36m (34') x 0.4m (1.30') and .24m (.79') x 9.14m (30') be approved during the pleasure of Council provided:
 - (a) That the owner enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss.
 - (b) That a first year fee of \$125 and subsequent annual fee of \$20 be set for this privilege.
 - (c) That the Mayor and City Clerk, be authorized to sign and execute all necessary documents to implement this agreement.

15. That the application of Martin & Martin, Solicitors, on behalf of Dofasco Inc. to enter into a fence encroachment agreement for the property on the north side of Beach Road west of Grenfell Street measuring 249.58' x 6.16' and 2,108' x 11.3' and to discharge the Encroachment Agreement registered as Instrument No. 7008 CD on January 6, 1976, be approved during the pleasure of Council provided:
 - (a) That the owner enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss.
 - (b) That a 1989 fee of \$3 485.56 and subsequent annual fee of \$3 360.56 be set for this privilege.
 - (c) That the Mayor and City Clerk be authorized to sign and execute all necessary documents to implement this agreement.
 - (d) That the discharge is prepared to the satisfaction of the City Solicitor.
 - (e) That a fee of \$26 be charged to the applicant for registration of the discharge.
 - (f) That the appropriate City signing officials be authorized to execute the documents in relation to the discharge.

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16. That the action of the Commissioner of Engineering in approving the application of Antonio Rodrigues, agent on behalf of the Lusiadas Culture and Sports Club to temporarily close a portion of Mulberry Street from James Street North to the westerly limits of the Lusiadas parking lot (approximately 60') on Sunday, June 25, 1989 from 10:30 a.m. until 2:30 p.m., be approved during the pleasure of City Council, provided:
 - (a) That the organizing group provide proof of \$1 000 000 public liability insurance naming the City and Regional Municipality of Hamilton-Wentworth as added insured parties with a provision for cross liability to save the City and Region harmless from all actions, causes of actions, interests, claims, demands, costs, damages, expenses and loss, and forward it to the Commissioner of Engineering before the event.
 - (b) That clean-up will be carried out immediately following the event and at the expense of the organizing group.
 - (c) That the Traffic Department be directed to post advance signing directing vehicles to the municipal parking lot on Mulberry Street.
 - (d) That all barricading will be subject to the direction of the Regional Police Department, and at no cost to the City and/or Region.
17. (a) That the action of the Commissioner of Engineering in consenting to the application of Staff Inspector W. Ireson on behalf of the Boy Scouts of Canada to close the following City Street from 8:30 a.m. to 11:30 a.m. on Saturday, May 27, 1989 in order that The Boy Scouts of Canada may hold a Parade on MacNab Street South between Main Street and King Street be approved.
- (b) That the closure be approved during the pleasure of City Council provided:
 - i. That the applicant receive "Temporary Street Closure Application" approval from the Regional Police Department, Traffic Division, and that all barricading, detour signing and traffic control be subject to the direction of the Regional Police Department, and at the expense of the organizing group;

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- ii. That temporary road closure signs be installed one week in advance by the City of Hamilton Traffic Department on the affected roadways, at the expense of the organizing group;
 - iii. That the applicant ensure that clean-up operations will be carried out immediately before the re-opening of the roads, at no cost to the City;
 - iv. That the applicant provide proof of \$1 000 000 public liability insurance, naming the City as an added insured party with a provision for cross liability, and holding the City harmless from all actions, causes of actions, interests, claims, demands, costs, damages, expenses and loss;
 - v. That the applicant reimburse the Regional Police Department of Engineering, City of Hamilton Traffic Department, and any other agency for any costs incurred by these agencies as a result of this event;
 - vi. That no property owner or resident within the barricaded area be denied access to their property if requested.
- *18. That the local Approvals Branch of the Ministry of the Environment be informed that:
- (a) The City of Hamilton has no objection to Sanexen International carrying out the decontamination of low PCB level contaminated oil for Stelco at their properties at 386 Wilcox Street and 799 Parkdale Avenue North.
 - (b) No specific City of Hamilton or Region of Hamilton-Wentworth permits are required for the work.
 - (c) If provision has not been made by the Ministry of the Environment to advise the area residents of the proposed work that Sanexen International will be expected to undertake the necessary notifications.
 - (d) The necessary notification period be waived so that the proposed work can be carried out on schedule.

* Recorded vote, see page 878

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19. (a) That the submitted schedules for the estimated cost of services in "BAR-BROCK ESTATES - PHASE 1 and 2", Hamilton, as approved by the Commissioner of Engineering, be adopted for inclusion in the proposed Subdivision Agreement with the owner. These lands are located east of Eleanor Avenue and north of Rymal Road in the Eleanor Neighbourhood. The total estimated cost of services for this development is \$423 404.95.
- (b) That the Mayor and City Clerk be authorized and directed to execute the proposed Subdivision Agreement between the City of Hamilton and the owner, Queensdale Homes Ltd. (Frank Silvestri, President).
- (c) That the approval of the above clause be subject to the condition that no work be commenced until the Final Survey Plan and Subdivision Agreement have been registered.
- (d) That in the event the Subdivider wishes to proceed prior to the registration of the Final Plan, he should be permitted to do so at his own risk, providing that he enters into a Standard Agreement for Pre-Servicing.
- (e) That the City's share of the cost of services for the development (\$145 472.19) be approved, and that the Co-ordinating Committee recommend the source of funding for this project.
- (f) That the City Solicitor be directed to prepare a By-law for the stopping up and closing of the Eleanor Avenue road allowance, from Rymal Road to the southerly limit of Alma Avenue.
- (g) That the City Clerk be directed to publish a notice of City Council's intention to pass the By-law, pursuant to Section 301 of the Municipal Act, R.S.O. 1980;
- (h) That the Regional Surveyor be directed to prepare and register a Reference Plan indicating the lands on Eleanor Avenue which are to be closed.
- (i) That the Commissioner of Engineering be authorized to make application to the Regional Municipality of Hamilton-Wentworth for approval of the proposed closing, pursuant to Section 48 of the Regional Act; and
- (j) That the City Solicitor make application to the Ministry of Housing under Section 443(8) of The Municipal Act for approval of the By-Law.

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- (k) That the City Solicitor be authorized and directed to prepare the necessary By-Law(s) to establish Block "67" on Plan 62M-556, as part of the Presidio Drive road allowance. The said By-Law is to be registered following the registration of the Final Plan for Bar-Brock Estates - Phase 1.
- (l) That the City Solicitor be authorized and directed to prepare the necessary By-Law(s) to establish Part 7, on Plan 62R- 7802, as part of the Eva Street road allowance. The said By-Law is to be registered following the registration of the Final Plan for Bar-Brock Estates - Phase 2.
- (m) That the City Solicitor be authorized and directed to prepare the necessary By-Law(s) to establish Parcel "B" on Registered Plan No. 1007, as part of the Alma Avenue Road allowance. The said By-Law is to be registered following the registration of the Final Plan for Bar-Brock Estates - Phase 2.

THE CO-ORDINATING COMMITTEE RECOMMENDS THAT THE CITY'S SHARE OF SERVICES TO BE INSTALLED IN "BAR-BROCK ESTATES - PHASES 1 AND 2" IN THE GROSS AMOUNT OF \$145 472.19 BE FINANCED FROM THE RESERVE FOR CITY'S SHARE OF SERVICES THROUGH UNSUBDIVIDED LANDS. *CARRIED*

- 20. (a) That the submitted schedules for the estimated cost of services in "Rexford Heights - Phase 2", Hamilton, as approved by the Commissioner of Engineering, be adopted for inclusion in the proposed Subdivision Agreement with the owner. These lands are located east of Upper Sherman Avenue and south of the proposed East-West Freeway in the Randall Neighbourhood. The total estimated cost of services for this development is \$218 032.81.
- (b) That the Mayor and City Clerk be authorized and directed to execute the proposed Subdivision Agreement between the City of Hamilton and the Owner, Symroy Corporation Limited.
- (c) That the approval of the above clause be subject to the condition that no work be commenced until the Final Survey Plan and Subdivision Agreement have been registered.
- (d) That in the event the Subdivider wishes to proceed prior to the registration of the Final Plan, he should be permitted to do so at his own risk, providing that he enters into a Standard Agreement for Pre-Servicing.

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- (e) That the City's share of the cost of services for the development (\$56 557) be approved, and that the Co-ordinating Committee recommend the source of funding for this project.
- (f) That the City Solicitor be authorized and directed to prepare the necessary By-Law(s) to:
 - i. incorporate the 0.3m reserve, Block 34, on Plan 62M-478, into the Rexford Drive road allowance after the plan of Subdivision for "Rexford Heights - Phase 2" has been registered,
 - ii. incorporate the 0.3m reserves, Blocks 16 and 17 on Plan 62M-455, into the Rexford Drive road allowance, after the Plan of Subdivision for "Rexford Heights - Phase 2" has been registered,
 - iii. incorporate the 0.3m reserves, Blocks 18 and 19, on Plan 62M-455, into the Robson Crescent road allowance after the Plan of Subdivision for "Rexford Heights - Phase 2" has been registered.
- (g) That the City Subdivision Agreement includes the necessary provision which would require the Developer to establish Maintenance Easements in all locations as required by the Zoning By-Law and Council Policy.

THE CO-ORDINATING COMMITTEE RECOMMENDS THAT THE CITY'S SHARE OF SERVICES TO BE INSTALLED IN "REXFORD HEIGHTS - PHASE 2" IN THE GROSS AMOUNT OF \$56 557 BE FINANCED FROM THE RESERVE FOR CITY'S SHARE OF SERVICES THROUGH UNSUBDIVIDED LANDS, ACCOUNT NO. RF 59003 25207.
CARRIED

- 21. (a) That the submitted schedules for the estimated cost of services in "Bartonville Court", Hamilton, as approved by the Commissioner of Engineering, be adopted for inclusion in the proposed Subdivision Agreement. These lands are located east of Kenilworth Avenue and north of King Street in the Bartonville Neighbourhood.
- (b) That the Mayor and City Clerk be authorized and directed to execute the proposed Subdivision Agreement between the City of Hamilton and the Owner, Miraletto Holdings Ltd.
- (c) That the approval of the above clauses be subject to the condition that no work be commenced until the Final Survey Plan and Subdivision Agreement have been registered.

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- (d) That in the event the Subdivider wishes to proceed prior to the registration of the Final Plan, he should be permitted to do so at his own risk, provided that he enters into a Standard Agreement for Pre-Servicing.
- 22.
- (a) That the submitted schedules for the estimated cost of services in "Templemead No. 2 Survey - Phase 7", Hamilton, as approved by the Commissioner of Engineering, be adopted for inclusion in the proposed Subdivision Agreement with the owner. These lands are located west of Upper Ottawa Street and north of Rymal Road in the Templemead Neighbourhood. The total estimated cost of services for this development is \$272 445.25.
 - (b) That the Mayor and City Clerk be authorized and directed to execute the proposed Subdivision Agreement between the City of Hamilton and the Owner, Toscani Development Ltd.
 - (c) That the approval of the above clause be subject to the condition that no work be commenced until the Final Survey Plan and Subdivision Agreement have been registered.
 - (d) That in the event the Subdivider wishes to proceed prior to the registration of the Final Plan, he should be permitted to do so at his own risk, providing that he enters into a Standard Agreement for Pre-Servicing.
 - (e) That the City Solicitor be authorized and directed to prepare the necessary By-Law(s) to:
 - i. incorporate the 0.3m reserve, Block 44, on Plan 62M-560, into the Independence Drive road allowance after the Plan of Subdivision for "Templemead No. 2 Survey - Phase 7" has been registered,
 - ii. incorporate the 0.3m reserve, Block 26 on Plan 62M-539, into the Ironwood Crescent road allowance, after the Plan of Subdivision for "Templemead No. 2 Survey - Phase 7" has been registered,
 - iii. incorporate that portion of Block 43, Plan 62M-560 which abuts the frontage of Lot 30, Templemead No. 2 Survey - Phase 7, into the Independence Drive road allowance after the Plan of Subdivision for "Templemead No. 2 Survey - Phase 7" has been registered.

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- iv. incorporate that portion of Part 2, Plan 62R-9557, which extends from the north limit of the flankage of Lot 17 to the south limit of the flankage of Lot 16, including that portion which abuts the westerly end of Independence Drive, into the Mount Pleasant Drive road allowance after the Plan of Subdivision for "Templemead No. 2 Survey - Phase 7" has been registered.
- (f) That the City Subdivision Agreement include the necessary provisions which would require the Developer to establish Maintenance Easements in all locations as required by the Zoning By-law and Council policy.
- * 23. (a) That the Ministry of the Environment be informed that the City of Hamilton does not object to Philip Enterprises Inc. request for an amendment to their certificate of approval for receiving and processing various wastes which may originate from outside our Regional boundaries, provided that their facilities comply fully with all applicable Ministry of the Environment, City of Hamilton and Regional regulations.
- (b) That the Ministry be informed that the City of Hamilton does not believe that a hearing is necessary to assess the Philip Enterprises application to amend their existing Certificate of Approval.
- 24. (a) That the Ministry of the Environment be informed that the City of Hamilton supports the application by Philip Enterprises Inc. for a Certificate of Approval to operate a Household Hazardous Waste Disposal facility on behalf of the Region, at their 237 Brant Street Site in Hamilton, provided that Philip Enterprises Inc. complies with all the regulations normally associated with household hazardous waste disposal activities.
- (b) That the City of Hamilton does not require a hearing if the approval is granted for a temporary facility. However, if Philip Enterprises Inc. applies for a permanent facility, the City of Hamilton would wish to review their proposal in greater detail, including assessment of a need for a hearing.

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25. (a) That the existing residential boulevard parking agreement between the City and George Faulkner, registered as Instrument No. 490418 C.D. to the property at No. 14 Merchison Avenue be discharged, at the property owner's expense; and
- (b) That the City Solicitor be directed to process the documents in relation to the discharge of this agreement; and
- (c) That the property owner be authorized to execute a revised residential boulevard parking agreement.
26. (a) That the existing residential boulevard parking agreement between the City and Mr. Marco D. Coccia, registered as Instrument No. 501128 C.D. to the property at 109 Ontario Avenue, be discharged at the property owner's expense; and
- (b) That the City Solicitor be directed to prepare the necessary documents in relation to the discharge of this agreement.
27. That the application of Karen Mechar on behalf of the Metropolitan Hamilton Real Estate Board to lease a portion of the boulevard of Robinson Street adjacent to No. 194 James Street South be approved provided that:
 - (a) the applicant pays the annual fee in accordance with the fee structure approved by the City Council on 1986 March 25 (current rate is \$50 per year) plus taxes, if any, in addition to the \$10 encroachment insurance charge approved by the City Council on 1984 February 14.
 - (b) the owner pays a one-time \$25 registration fee, as approved by the City Council on 1986 January 14.
 - (c) the owner pays a one-time \$150 processing fee, as approved by the City Council on 1988 January 12.
 - (d) the owner complies with the requirements as set out in the policy approved by the City Council on 1975 June 24, respecting using a portion of road allowance for parking purposes.
 - (e) the parking area and other structures as approved by the Director of Traffic Services, be constructed and maintained at the owner's expense.

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- (f) the owner executes an agreement satisfactory to the City Solicitor, to indemnify and save the City harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss.
- 28.
- (a) That the existing commercial boulevard parking agreement between the City and John and Andreas Mouskos, registered as Instrument No. 83835 C.D. to the property at No. 1059 King Street West, be discharged, at the property owner's expense, following the removal of the driveway approach ramp on Newton Avenue at the property owner's expense; and
 - (b) That in the event that landscaping is installed on the boulevard, the landscaping be to the satisfaction of the Commissioner of Engineering; and
 - (c) That the City Solicitor be directed to prepare the necessary documents in relation to the discharge of this agreement.
- 29.
- (a) That a stop sign be erected to control northbound traffic on Marcella Crescent at Summercrest Drive; and
 - (b) That a stop sign be erected to control northbound traffic on Twin Crescent at Acadia Drive; and
 - (c) That a stop be erected to control southbound traffic on Ridgemount Drive at Acadia Drive; and
 - (d) That a stop sign be erected to control westbound traffic on Gosford Drive at Gilcrest Street; and
 - (e) That traffic signal control be implemented at the intersection of Catharine Street South and Hunter Street East.
 - (f) That all-way stop control be implemented at the intersection of Pottruff Road and Robroy Avenue; and
 - (g) That three-way stop control be implemented at the intersection of Rockingham Drive and Parkwood Crescent; and
 - (h) That a stop sign be erected to control southbound traffic on Golfwood Drive at Greencedar Drive; and
 - (i) That City Traffic By-law 89-72 be amended accordingly.

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30. (a) That a "One Hour Parking Time Limit, 8:00 a.m. to 6:00 p.m., Monday to Friday" regulation be implemented on the east side of Springer Avenue between Maplewood Avenue and Main Street East; and
- (b) That the existing "Permit Parking" regulation on the south side of Murray Street East, commencing at a point 83 feet east of James Street North and extending to a point 92 feet west of Hughson Street North be extended such that the regulation commences at a point 83 feet east of James Street North and extends to a point 72 feet west of Hughson Street North; and
- (c) That the existing "Two Hour Parking Time Limit, 8:00 a.m. to 6:00 p.m. Monday to Saturday" regulation on the south side of Murray Street East from Hughson Street North to a point 92 feet westerly therefrom be shortened such that the regulation extends to a point 72 feet west of Hughson Street North; and
- (d) That the Director of Traffic Services be authorized to issue one parking permit to Mr. Keith Baesso, 24 Murray Street East; and
- (e) That the existing "No Parking" corner clearance on the east side of Summercrest Drive between Greenhill Avenue and a point 50 feet northerly therefrom be extended, such that the regulation extends to a point 116 feet north of Greenhill Avenue; and
- (f) That the existing "No Parking" regulation be removed and unrestricted free parking be permitted on the south side of Parkview Drive in the block between Uplands Avenue and Bond Street North; and
- (g) That a "Three Hour Parking Time Limit, 9:00 a.m. to 2:00 a.m." regulation to be in effect seven days a week be implemented on the west side of Bay Street South between Markland Street and Herkimer Street; and
- (h) That a "Three Hour Parking Time Limit, 7:00 a.m. to 2:00 a.m." regulation, to be in effect seven days a week be implemented on the east side of Bay Street South between Markland Street and Herkimer Street; and
- (i) That the existing "Two Hour Parking Time Limit, 8:00 a.m. to 6:00 p.m. Monday to Friday" regulation be changed to a "One Hour Parking Time Limit, 8:00 a.m. to 6:00 p.m., Monday to Friday" regulation on the north side of Delmar Drive between Columbia Drive and a point 597 feet easterly therefrom; and

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- (j) That a "One Hour Parking Time Limit, 8:00 a.m. to 6:00 p.m., Monday to Friday" regulation be implemented on the south side of Delmar Drive between Columbia Drive and a point 597 feet easterly therefrom; and
 - (k) That City Traffic By-law 89-72 be amended accordingly.
31. (a) That the Director of Traffic Services be authorized to issue, upon request, one time limit exemption permit to each of the first four applicants residing in the apartment building at No. 69 Aikman Avenue.
- (b) That the Director of Traffic Services be authorized to issue one time limit exemption permit to Mr. Edward Quibell, 20 Emerald Street North.
32. That, in accordance with the recommendation of the Hamilton-Wentworth Regional Police Department, a School Traffic Officer not be assigned to the intersection of Dover Drive and Nash Road at this time.
33. That, in accordance with the recommendation of the Hamilton-Wentworth Regional Police Department, a School Traffic Officer not be assigned to the intersection of Queensdale Avenue East and East 18th Street at this time.
34. (a) That the existing "School Bus Loading Zone, 7:00 a.m. to 6:00 p.m. Monday to Saturday" regulation on the north side of Sussex Street commencing at a point 52 feet west of Emerson Street and extending to a point 166 feet westerly therefrom be extended, such that the regulation commences at Emerson Street and extends to a point 218 feet westerly therefrom; and
- (b) That City Traffic By-law 89-72 be amended accordingly.
35. (a) That the existing loading zone on the east side of Birch Avenue commencing at a point 87 feet north of Cannon Street East and extending to a point 20 feet northerly therefrom be removed; and
- (b) That City Traffic By-law 89-72 be amended accordingly.

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36. (a) That the Environment Health and Safety Management Firm of Ridesic, Preisman and Robinson Consultants Incorporated (R.P.R. Consultants) of Mississauga, Ontario be hired to conduct studies at the City of Hamilton, Traffic Department Operations Centre sign fabrication facilities and provide recommendations to address occupational health and safety concerns relating to ventilation at the existing and proposed facilities; and
- (b) That the cost of the study to be carried out by the consultants shall not exceed \$6 000; and
- (c) That 75% of the cost of the study be funded from Capital Project Account No. CF5418 758841001. Sufficient funds exist in 1989 current accounts to fund the remaining 25% of the cost of the study.
- (d) That the work shall be carried out and a report completed by 1989 August 15.
37. That the Chairman or his designate be authorized to attend the 62nd Annual Conference and Exposition of the Water Pollution Control Federation, October 15-19, 1989 in San Francisco.
38. That leave be granted to introduce the following Bills:
 - (a) B-72 By-law to incorporate Part 1, Plan 62R-9377 and Part 1, Plan 62R-10200 into Royalvista Drive
 - (b) B-73 By-law to incorporate Parts 4, 6, 7, 10 and 12, Plan 62R-9377 and Part 4, Plan 62R-10200 into Templemead Drive
 - (c) B-74 By-law to incorporate Parts 1, 3, 4, 5 and 6, Plan 62R-9966 into Greenhill Avenue
 - (d) B-75 By-law to close and lease a portion of the east side of MacNab Street, south of King Street West, designated as Parts 1, 2, 3 and 4 on Plan 62R-
 - (e) B-76 By-law to expropriate, for railway and municipal purposes, vacant land described as Part 1 on Plan 62R-10027.

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- (f) B-77 By-law to amend By-law 89-72 to Regulate Traffic
- (g) B-78 By-law to amend By-law 89-72 to Regulate Traffic

*39. (a) That four-way stop control be implemented at the intersections of Roxborough Avenue and Province Street North; and

(b) That City Traffic By-law 89-72 be amended accordingly.

**40. (a) That the Corporation of the City of Hamilton enter into a Ground Lease Agreement incorporating the provisions set out in the Agreement annexed hereto as Schedule "A" with Dominion Realty Company Limited for the purposes of leasing subsurface rights to City owned lands (formerly MacNab Street road allowance) to Dominion Realty Company Limited for inclusion in their Commerce Place, Phase II development, and

(b) That the Mayor and City Clerk be authorized to execute this Agreement.

RESPECTFULLY SUBMITTED,

C. Coutts,
Acting Secretary

ALDERMAN H. MERLING, CHAIRMAN
TRANSPORT AND ENVIRONMENT COMMITTEE

1989 June 19

* Section 39 added during Council
** Section 40 added during Council

REFERRED TO IN SECTION
9 OF THE ELEVENTH REPORT
OF THE TRANSPORT AND
ENVIRONMENT COMMITTEE

1989 June 27

Ref: 719-10-89

THE CORPORATION OF THE CITY OF HAMILTON

LABOUR AND EQUIPMENT RENTAL, CITY AND REGION, 1989, 1990 AND 1991

BULLDOZERS	RATES PER HOUR		
	1989	1990	1991
	Standard	Overtime	Standard Overtime
DeLear Contracting 696 Arvin Avenue Fruitland LOR 110			
- Caterpillar D-6 with ripper	\$110.00	\$115.00	\$118.00 \$123.00 \$128.00 \$132.00
- Caterpillar D-7	\$120.00	\$125.00	\$128.00 \$134.00 \$137.00 \$143.00
- Caterpillar D-8	\$130.00	\$135.00	\$139.00 \$144.00 \$149.00 \$154.00
- John Deere 450	\$80.00	\$85.00	\$86.00 \$91.00 \$92.00 \$97.00
Stuart Fletcher Excavating Ltd. 11 East 32nd Street Hamilton L8V 3R7			
- Caterpillar D-6	\$65.00	\$68.25	\$71.65
Sisson Construction o/a Quigley Contracting 185 Henderson Road R. R. #1 Mannon LOR 1P0			
- Caterpillar D-8	\$95.00	\$95.00	\$100.00 \$105.00 \$105.00 \$105.00
G. P. Mason Excavating P.O. Box 6 Fruitland LOR 110			
- Caterpillar D-7	\$80.00	\$85.00	\$90.00
- Caterpillar D-8 Terex 82-30	\$90.00	\$95.00	\$101.00
- John Deere 450 (2)	\$51.00	\$54.00	\$57.50
E. Woytkiw Haulage P.O. Box 235 Mannon LOR 1P0			
- John Deere 450	\$55.00	\$57.00	\$59.00
Acme Excavating Ltd. 39 Woodbine Cresc. Hamilton L8R 1Y2			
- John Deere 450	\$55.00	\$60.00	\$60.00 \$55.00 \$60.00
Molisan Construction 40 Hildebrand Drive Hamilton L8K 5R9			
- John Deere 450	\$60.00	\$63.00	\$66.00
GGL Grading 1533 King East Hamilton L8K 1T1			
- Caterpillar D-6 with ripper	\$70.00	\$85.00	\$72.50 \$87.50 \$75.00 \$90.00
John Deere 450	\$60.00	\$75.00	

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BULLDOZERS OTHER THAN LISTED	RATES PER HOUR		
	1989	1990	1991
	Standard	Overtime	Standard Overtime
Deleau Contracting 898 Arvin Avenue Fruitland LOR 110			
- Caterpillar D-3	\$75.00	\$80.00	\$86.00 \$92.00
Caterpillar D-4	\$80.00	\$85.00	\$91.00 \$97.00
Stuart Fletcher Excavating Ltd. 11 East 32nd Street Hamilton L8V 3K7			
- Case 450	\$52.10	\$54.70	\$57.50
Wm. Groves Ltd. 900 Rennie Street Hamilton L8H 7M1			
- Caterpillar D5 with 6 way blade	\$75.00	\$105.00	\$115.00 \$90.00 \$126.00
NOTE: Rates include operator and fuel; eight hour minima charge on all rentals; overtime and show-up charges as per union agreement.			
Nelson Excavating Co. 150 Bruckley Drive Hamilton L8E 3C5			
- Case 850 8 way	\$65.00	\$78.00	\$87.00 \$90.00 \$70.00 \$83.00
McLeod Engineering 120 King West Stoney Creek L8G 1J2			
- 450 Case	\$55.00	\$70.00	\$57.00 \$72.00 \$59.00 \$74.00
Angelo Loro o/a Loro Contracting R.N. #2 Binbrook LOR 1C0			
- John Deere 550	\$61.00	\$66.00	\$65.00 \$90.00 \$88.00 \$93.00
Molson Construction 40 Hildegard Drive Hamilton L8K 5K9			
- P.L. 10	\$70.00	\$73.00	\$76.00
CGI Grading 1533 King East Hamilton L8K 1T1			
- Caterpillar D-9 with ripper	\$120.00	\$135.00	\$125.00 \$140.00 \$130.00 \$145.00
- Terex 8220	\$75.00	\$90.00	\$77.50 \$92.50 \$80.00 \$95.00

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LOADERS

	RATES PER HOUR			
	1989	1990		1991
	Standard	Overtime	Standard	Overtime
DeLear Contracting 606 Arvin Avenue Fruitland LOR 1LO				
- Caterpillar 977 3.5	\$110.00	\$115.00	\$118.00	\$123.00 \$128.00 \$132.00
- Caterpillar 950 3.5	\$110.00	\$115.00	\$118.00	\$123.00 \$128.00 \$132.00
- Caterpillar 941 2.0	\$95.00	\$100.00	\$102.00	\$107.00 \$109.00 \$114.00
- 7231B Terex with 4 cu.yd. bucket	\$110.00	\$115.00	\$118.00	\$123.00 \$128.00 \$132.00
Stuart Vietcher Excavating Ltd. 31 East 32nd Street Hamilton L4V 3R7				
- Caterpillar 941 Track 2 Yard	\$85.00		\$88.25	\$71.65
- John Deere 450 Crawler Loader Track 1.5 Yard	\$52.10		\$54.70	\$57.50
Wm. Groves Ltd. 800 Rennie Street Hamilton L8H 7M1				
- Caterpillar 941 Track 1.5 Yard	\$58.00	\$90.00	\$64.00	\$99.00 \$70.00 \$109.00
G. F. Mason Excavating P.O. Box 6 Fruitland LOR 1LO				
- 7231B Terex with 4 cu.yd. bucket Rubber	\$72.00		\$76.00	\$81.00
E. Woytkiw Haulage P.O. Box 235 Hannon LOR 1P0				
- John Deere 450 Crawler Loader Track 2.5 cu.yd.	\$55.00		\$57.00	\$59.00
Ause Excavating Ltd. 39 Woodbine Cresc. Hamilton L8H 1Y2				
- John Deere 690-B Excavator	\$80.00	\$85.00		\$80.00 \$85.00
- John Deere 450 Crawler Loader	\$55.00	\$60.00	\$55.00	\$60.00 \$55.00 \$60.00

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LOADERS OTHER THAN LISTED	RATES PER HOUR			
	1989	1990		1991
	Standard	Overtime	Standard	Overtime
Delmar Contracting 696 Arvin Avenue Fruitland LOR 1LO				
- Caterpillar 1728 2.5 c.y.	\$95.00	\$100.00	\$102.00	\$109.00 \$114.00
Stuart Fletcher Excavating Ltd. 11 East 32nd Street Hamilton L8V 3R7				
- 1835 Case Bobcat	\$50.00	\$52.50		\$55.10
Wm. Groves Ltd. 800 Rennie Street Hamilton L8H 7M1				
- Case 450 Crawler 1 Cu.Yd.	\$58.00	\$90.00	\$64.00	\$99.00 \$70.00 \$108.00
- Hough 50 Rubber tired 1.5 Cu.Yd.	\$55.00	\$85.00	\$60.00	\$83.00 \$66.00 \$102.00
G. F. Mason Excavating P.O. Box 6 Fruitland LOR 1LO				
- 72-51 Terex with 5 yd. bucket Rubber	\$80.00		\$85.00	\$90.00
Weison Excavating Co. 150 Brockley Drive Hamilton L8G 3C5				
- 1065 Komatsu Track 3 yd. (2)	\$78.00	\$91.00	\$90.00	\$93.00 \$83.00 \$96.00
McLeod Engineering 120 King West Stoney Creek L8G 1J2				
- 125 International Track 1-1/4 cu.yd.	\$60.00	\$75.00	\$62.00	\$77.00 \$64.00 \$79.00
Angelo Loru o/a Loro Contracting R.R. #2 Binbrook LOR 1C0				
- John Deere 4WD Rubber tired 2.5 yd.	\$65.00	\$90.00	\$70.00	\$95.00 \$75.00 \$100.00
C.L. Moffatt Const. 1915 Upper James Hamilton				
- CL45 Ford Bobcat Loader	\$38.00	\$45.00	\$40.00	\$47.50 \$42.00 \$49.50
Acme Excavating Ltd. 39 Woodbine Cresc. Hamilton L8R 1Y2				
- John Deere 655	\$80.00	\$85.00	\$80.00	\$85.00 \$80.00 \$85.00

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TRUCKS	RATES PER HOUR			
	1989	1990		1991
	Standard	Overtime	Standard	Overtime
DeMar Contracting 898 Arvin Avenue Pruitland LOR 110				
- 8 cu.yd. dump	\$46.00	\$49.00	\$49.00	\$52.00
- 16 cu.yd. dump	\$49.00	\$52.00	\$52.00	\$55.00
Stuart Fletcher Excavating Ltd. 11 East 32nd Street Hamilton L8V 3R7				
- 16 Cu.Yd. Tandem Dumps	\$44.00	\$46.20	\$46.20	\$48.50
G. F. Nason Excavating P.O. Box 6 Pruitland LOR 110				
- 18 cu.yd.	\$42.00	\$44.50	\$44.50	\$46.00
E. Hoytkiw Haulage P.O. Box 235 Nannon LOR 1P0				
- 8 cu.yd. dump	\$38.00	\$47.00	\$40.00	\$42.00
- 16 cu.yd. dump	\$42.00	\$49.00	\$44.00	\$46.00
McLeod Engineering 120 King West Stoney Creek L8G 1J2				
- 16 cu.yd. dump	\$42.00	\$55.00	\$44.00	\$57.00
Angelo Loro o/a Loro Contracting R.R. #2 Binbrook LOR 1C0				
- 16 cu.yd. dump	\$45.00	\$70.00	\$48.00	\$50.00
Acme Excavating Ltd. 39 Woodbine Cres. Hamilton L8R 1Y2				
- 16 cu.yd. dump	\$45.00	\$50.00	\$45.00	\$50.00
Mollan Construction 40 Hildegard Drive Hamilton L8K 5R9				
- 16 cu.yd. dump	\$45.00	\$49.00	\$49.00	\$51.00

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TRUCKS OTHER THAN LISTED	RATES PER HOUR		
	1989	1990	1991
	Standard	Overtime	Standard Overtime
Belmar Contracting 496 Arvin Avenue Fruitland LOR 1LO			
- Boom truck w/20 ton trailer	\$110.00	\$115.00	\$118.00 \$123.00 \$126.00 \$132.00
- Water truck	\$80.00	\$93.00	\$96.00 \$99.00 \$103.00 \$106.00
G. P. Mason Excavating P.O. Box 6 Fruitland LOR 1LO			
- Dump Trailer 40 yd.	\$70.00	\$74.00	\$78.00
E. Hoytkie Haulage P.O. Box 235 Mannon LOR 1PO			
- 4x4 Trucks	\$38.00	\$43.00	\$38.00 \$45.00 \$40.00 \$47.00
- 3 axle tractor trailer end dump	\$70.00	\$72.00	\$74.00
- Tandem hopper trailer & tractor	\$70.00	\$72.00	\$74.00
SCRAPPERS			
	1989	1990	1991
	Standard	Overtime	Standard Overtime
Sleson Construction c/o Quigley Contracting 185 Wendershott Road R. N. #1 Mannon LOR 1PO			
- Euclid TS-14	\$95.00	\$95.00	\$100.00 \$105.00 \$106.00
- Euclid TS-24	\$115.00	\$115.00	\$120.00 \$120.00 \$120.00 \$120.00
CEL Grading 1533 King East Hamilton L8K 1T1			
- Allis Chalmers 260	\$80.00	\$95.00	\$82.50 \$97.50 \$85.00 \$100.00

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GRADERS

	RATES PER HOUR			
	1989	1990		1991
	Standard	Overtime	Standard	Overtime
DeLong Contracting 896 Arvin Avenue Fruitland LOR 110				
Model 14 Caterpillar	\$110.00	\$115.00	\$118.00	\$123.00 \$126.00 \$132.00
- Model 14 Caterpillar with rear ripper	\$120.00	\$125.00	\$129.00	\$134.00 \$137.00 \$143.00
G. F. Mason Excavating P.O. Box 6 Fruitland LOR 110				
- Huber Grader	\$52.00		\$55.00	\$58.50
CGL Grading 1533 King East Hamilton Ldk 171				
- Model 14 Caterpillar	\$62.50	\$77.50	\$85.00	\$90.00 \$97.50 \$102.50
- Model 14 Caterpillar with rear ripper	\$65.00	\$80.00	\$87.50	\$92.50 \$97.00 \$105.00
GRADERS OTHER TEAM LISTED				
	1989	1990		1991
	Standard	Overtime	Standard	Overtime
Stuart Fletcher Excavating Ltd. 11 East 32nd Street Hamilton Ldk 387				
- 600 Champion	\$65.00		\$68.25	\$71.85
W. Groves Ltd. 800 Rennie Street Hamilton Ldk 7M1				
- Champion D600	\$75.00	\$105.00	\$82.00	\$115.00 \$90.00 \$128.00
G. F. Mason Excavating P.O. Box 6 Fruitland LOR 110				
- T-600 Gailion	\$58.00		\$61.50	\$66.00
Angelo Loro o/s Loro Contracting R.R. #2 Binbrook LOR 100				
- 490 excavator with gradall bucket att.	\$75.00	\$100.00	\$78.00	\$103.00 \$80.00 \$105.00
- 590 excavator with gradall bucket att.	\$80.00	\$105.00	\$83.00	\$108.00 \$90.00 \$115.00
Molisan Construction 40 Hildegard Drive Hamilton Ldk 5R9				
- 450 John Deere Blade	\$60.00		\$63.00	\$66.00

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BACKHOES

	RATES PER HOUR			
	1989	1990		1991
	Standard	Overtime	Standard	Overtime
Deleau Contracting 880 Arvin Avenue Fruitland LOR 110				
- MF50 Massey Ferguson	\$80.00	\$85.00	\$86.00	\$91.00 \$92.00 \$97.00
- John Deere 310	\$80.00	\$85.00	\$86.00	\$91.00 \$92.00 \$97.00
- 880 Backhoe	\$110.00	\$115.00	\$118.00	\$123.00 \$126.00 \$132.00
- 580C Backhoe	\$80.00	\$85.00	\$86.00	\$91.00 \$92.00 \$97.00
- 60C Backhoe	\$80.00	\$85.00	\$86.00	\$91.00 \$92.00 \$97.00
Stuart Fletcher Excavating Ltd. 11 East 32nd Street Hamilton L8V 3R7				
- 580C Backhoe	\$44.00		\$46.20	\$48.50
Nelson Excavating Co. 150 Brockley Drive Hamilton L8E 3C5				
- 580K Backhoe (6)	\$55.00	\$68.00	\$57.00	\$70.00 \$60.00 \$73.00
E. Woytkiw Haulage P.O. Box 235 Mannan L0R 1P0				
- MF50 Massey Ferguson	\$52.00	\$62.00	\$54.00	\$64.00 \$56.00 \$66.00
- 880 Backhoe	\$95.00		\$97.00	\$99.00
- 580C Backhoe	\$52.00		\$54.00	\$56.00
McLeod Engineering 120 King West Stoney Creek L8G 1J2				
- 580C Backhoe (3)	\$52.00	\$67.00	\$54.00	\$69.00 \$58.00 \$71.00
Acme Excavating Ltd. 39 Woodbine Cres. Hamilton L8R 1Y2				
- MF50 Massey Perg.	\$50.00	\$55.00	\$50.00	\$55.00 \$50.00 \$55.00
CGL Grubbing 1533 King East Hamilton L8K 1T1				
- 580C Backhoe	\$52.50	\$67.50	\$55.00	\$70.00 \$57.50 \$72.50

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BACKHOES OTHER THAN LISTED	RATES PER HOUR		
	1989	1990	1991
	Standard	Overtime	Standard Overtime
Deimar Contracting 608 Arvin Avenue Fruitland LOR 1LO			
- Caterpillar 235 3 c.y.	\$140.00	\$145.00	\$155.00 \$161.00 \$166.00
- Caterpillar 245 4.5 c.y.	\$165.00	\$170.00	\$176.00 \$182.00 \$188.00 \$195.00
John A Wilcockson Excavating, 19 Ipswich Place Hamilton L8K 3E8			
- Ford Louder Backhoe	\$36.00	\$37.00	\$37.00 \$38.00 \$38.00
Stuart Fletcher Excavating Ltd. 11 East 32nd Street Hamilton L8V 3R7			
- 580E	\$44.00	\$46.20	\$46.50
- 580E + Hydraulic Hoe Rum	\$68.20	\$62.80	\$67.20
- 125B Crawler	\$105.00	\$110.25	\$115.75
- 40 Drott Crawler	\$65.00	\$69.25	\$69.70
Workman Excavating 849 Butter Rd.W. Ancaster L9G 3L1			
- 1986 John Deere 510C *	\$55.00	\$60.00	\$67.00 \$62.00 \$56.00 \$64.00
- 1981 John Deere 410 *	\$53.00	\$58.00	\$55.00 \$60.00 \$57.00 \$62.00
- 1988 Kobelco 909	\$90.00	\$95.00	\$100.00 \$105.00 \$110.00 \$115.00
* HoePac Compactor & Asphalt Cutter Attachments extra			
Wm. Groves Ltd. 800 Renald Street Hamilton L8H 7M1			
- Case Tractor Backhoe	\$50.00	\$60.00	\$55.00 \$69.00 \$60.00 \$65.00
- Ford 555 Tractor Backhoe	\$50.00	\$60.00	\$55.00 \$69.00 \$60.00 \$65.00
G. F. Maun Excavating P.O. Box 6 Fruitland LOR 1LO			
- John Deere 410	\$51.00	\$54.00	\$58.00
- Ford 555-B with Extend-A-Hoe 4 wheel drive	\$51.00	\$54.00	\$58.00
- Ford 655 with Extend-A-Hoe	\$51.00	\$54.00	\$58.00

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BACKHOES OTHER THAN LISTED CONTINUED	RATES PER HOUR			
	1989	1990	1991	
	Standard	Overline	Standard	Overline
O. P. Mason Excavating P.O. Box 6 Fruitland LOR 110				
- 600B John Deere 1-1/8 yd.	\$70.00	\$84.00		\$89.00
- JSW 9H100 1-1/4 yd.	\$80.00	\$95.00		\$100.00
Nelson Excavating Co. 150 Brockley Drive Hamilton L8E 3C5				
- Track Excavators 932 Liebherr 1.5 yd.	\$100.00	\$113.00	\$102.00	\$115.00 \$105.00 \$118.00
- Track Excavators 912 Liebherr 1-1/4 yd.	\$85.00	\$98.00	\$87.00	\$100.00 \$90.00 \$103.00
Bill Wilcockson Trenching 182 East 19th Hamilton L9A 4S5				
- Ford Loader Backhoe 555A	\$36.00	\$37.00		\$38.00
E. Woytkiw Haulage P.O. Box 235 Hannon LOR 1P0				
- 1280 Case	\$110.00	\$112.00		\$114.00
- Ford 555A	\$52.00	\$62.00	\$54.00	\$64.00 \$56.00 \$68.00
McLeod Engineering 120 King West Stoney Creek L60 1J2				
- 3/4 cu.yd. excavator (2)	\$70.00	\$85.00	\$72.00	\$87.00 \$74.00 \$89.00
- 1 cu.yd. excavator	\$84.00	\$109.00	\$96.00	\$111.00 \$98.00 \$113.00
Angelo Loro o/a Loro Contracting R.R. #2 Binbrook LOR 1C0				
- John Deere 510	\$55.00	\$80.00	\$58.00	\$83.00 \$80.00 \$85.00
- 590 excavator JD with swivel bucket 1-1/4 yd.	\$80.00	\$105.00	\$83.00	\$108.00 \$90.00 \$115.00
- 490 excavator JD with swivel bucket 1 yd.	\$75.00	\$100.00	\$78.00	\$103.00 \$80.00 \$105.00
Crayford Enterprise 160 Woodburn Road Hannon LOR 1P0				
- 580K Backhoe 4 Wt 110H	\$58.00	\$58.00		

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BACKHOES OTHER THAN LISTED CONTINUED	RATES PER HOUR					
	1989		1990		1991	
	Standard	Overtime	Standard	Overtime	Standard	Overtime
C.L. Moffatt Const. 1915 Upper James Hamilton						
- 555 Ford Backhoe	\$44.00	\$51.00	\$46.00	\$53.50	\$48.00	\$56.00
Acme Excavating Ltd. 39 Woodbine Cresc. Hamilton L8R 1Y2						
- John Deere 510	\$55.00	\$60.00	\$55.00	\$60.00	\$55.00	\$60.00
- John Deere 410	\$55.00	\$60.00	\$55.00	\$60.00	\$55.00	\$60.00
Molisan Construction 40 Muldegard Drive Hamilton L8K 5B9						
- 655 Ford	\$60.00	\$63.00	\$63.00	\$66.00		
CGI Grading 1533 King East Hamilton L8K 1T1						
- John Deere 410	\$52.50	\$67.50	\$55.00	\$70.00	\$57.50	\$72.00
Don Scheihas Cont. & Excavating 9 Brisbane Blvd. Brantford N3S6 4K9						
- Caterpillar 416 Extend-A-Moe	\$55.00	\$66.25	\$58.00	\$70.00	\$61.00	\$74.00
FLOATS						
	1989		1990		1991	
	Standard	Overtime	Standard	Overtime	Standard	Overtime
Deleair Contracting 696 Arvin Avenue Fruitland L0R 1L0						
- 35 ton Float Truck	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00	\$101.00
G. F. Mason Excavating P.O. Box 6 Fruitland L0R 1L0						
- 35 ton Float Truck	\$60.00		\$63.50	\$67.50		
E. Woytkiw Haulage P.O. Box 239 Hannon L0R 1P0						
- 35 ton Float Truck	\$75.00		\$77.00	\$79.00		
McLeod Engineering 120 King West Stoney Creek L0G 1J2						
- 35 ton Float Truck	\$55.00	\$70.00	\$57.00	\$72.00	\$59.00	\$74.00

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FLOATS OTHER THAN LISTED

	1989		1990		1991	
	Standard	Overtime	Standard	Overtime	Standard	Overtime
Delmar Contracting 696 Arvin Avenue Fruitland LOR 1LO						
- 50 ton Float Truck	\$90.00	\$93.00	\$96.00	\$99.00	\$103.00	\$106.00
Stuart Fletcher Excavating Ltd. 12 East 32nd Street Hamilton L8V 3R7						
- 60 Ton Float	\$70.00		\$73.50		\$77.20	
Angelo Loro o/a Loro Contracting R.R. #2 Bimbrook LOR 1CO						
- 20 Ton Float	\$60.00	\$65.00	\$62.00	\$67.00	\$65.00	\$65.00
Mollan Construction 40 Hildegard Drive Hamilton L8k 5R9						
- 50 Ton Float	\$75.00		\$80.00		\$85.00	

WORKERS' COMPENSATION CERTIFICATE

Delmar Contracting	No
John A. Wilcockson	Yes
Stuart Fletcher Excavating	No
Workman Excavating	Yes
Sisson Construction o/a Quigley Contracting	Yes
Mm. Groves Limited	Yes
G.F. Mason Excavating	To be sent by WCB
Melson Excavating	No
Bill Wilcockson Trenching	Yes
E. Woytkiw Haulage Ltd.	Yes
McLeod Engineering	Yes
Loro Contracting	Yes
Crayford Enterprises	No
C.L. Moffatt construction	Yes
Acme Excavating	No
Mollan Construction	No
COL Grading	No
Don Scheihas Contracting	No

1989 June 27

REPORT OF THE PARKS AND RECREATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Parks and Recreation Committee presents its FOURTEENTH Report for 1989 and respectfully recommends:

1. That the Public Works Department - Parks Division along with Moore/George Associates Inc., Landscape Architects, proceed with the public meetings during July 1989 to outline the details of the Red Hill Creek Recreation Master Plan for the purpose of input on the proposal.
2. That a purchase order be issued to Marsh Bros. Tractor Inc., Copetown, in the amount of \$12 288.40 for the supply and delivery of one (1) Brouwer VP5-5 Gang Mower, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of two (2) tenders received. Funds provided in Parks Maintenance Operating Equipment Account No. CH58005 62102.

Because this mower is required immediately for the grass cutting season and the next City Council meeting is not until June 27, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

3. That a purchase order be issued to Wayne Electric Co., Carlisle in the amount of \$86 555, for the supply and installation of lighting for Baseball Diamonds #3 and #5, Globe Park, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of three (3) tenders received. Funds provided in Globe Park, Floodlighting Account No. CH56398-62910.

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Because of the long delivery time for these fixtures, and the next City Council meeting is not until June 27, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

4. That a purchase order be issued to Electrical Maintenance, Hamilton in the amount of \$64 000, for the supply and installation of pathway lighting, Gage Park, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of three (3) tenders received. Funds provided in Gage Park, Upgrade of Lighting, Stage I Account No. CH56398-62910.

Because of the long delivery time for these fixtures, and the next City Council meeting is not until June 27, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

5. That a purchase order be issued to Form & Build Supply Inc., Kitchener, in the amount of \$21 167.90, for the supply and delivery of Vulkem 350/351 to Ivor Wynne Stadium, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of four (4) tenders received. Funds provided in Renovations & Repair, Ivor Wynne Stadium Account No. CH56398-62910.

As this product is required to complete necessary caulking work as soon as possible, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

1989 June 27

6. That a purchase order be issued by Chaudhry Nursery & Landscaping, Smithville, for the cutting and trimming of grass at City Cemeteries during 1989, 1990 and 1991 in accordance with specifications issued by the Manager of Purchasing and Vendor's tender, as follows:

<u>1989</u>	<u>1990</u>	<u>1991</u>
\$34 000	\$36 800	\$39 280

NOTE: Lowest of three (3) tenders received. Funds provided in Grass Cutting Account No. CH56398 63001.

As this work is to be completed as soon as possible and the next City Council is not until June 27, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

7. That a purchase order be issued to Paris Playground Equipment Inc., Paris, in the amount of \$16 776, for the supply and installation of a Creative Metal Playstructure, for the Culture & Recreation Department, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest acceptable of three (3) tenders received. Funds provided in Eastwood Park Playground Fund Project Account No. CF5541 708952001.

As this playstructure needs to be ordered as soon as possible and the next City Council is not until June 27, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

8. That a purchase order be issued to McCracken Golf Supplies, Brampton in the amount of \$34 998 plus 8% PST, for the supply and delivery of Fertilizers for the Cemetery Division, Public Works Department, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of four (4) tenders received. Funds provided in Sodding, Seeding, Repairing Account No. CH56398 63125.

1989 June 27

9. That an Option to Purchase executed by John Re and Katarina Re on May 31, 1989 and scheduled for closing on August 21, 1989 for the purchase of the property at 80 Pritchard Road for open space purposes, be approved and completed.

NOTE: The subject property has a frontage along the westerly limit of Pritchard Road of 100 feet (30.48 metres) more or less, by a depth of 406.29 feet (123.84 metres) more or less, together with dwelling erected thereon bearing municipal number 80 Pritchard Road.

The purchase price of \$145 000 is to be charged to Account No. RF 53006 25301 in which sufficient funds are available to finalize this transaction. Consideration in the amount of \$1 has been paid to the owners, and pursuant to the agreement, forms part of the purchase price..

10. That an Option to Purchase executed by Robert Shelley Construction Limited and Seebeck Construction Limited on June 5, 1989 and scheduled for closing on August 21, 1989 for the purchase of Blocks 35 and 36 on Draft Plan for Templemead No.2, Phase 8 be approved and completed.

NOTE: The subject property is composed of part of Lot 5, Concession 8, formerly in the Township of Barton, more particularly known as Blocks 35 and 36 on Draft Plan for Templemead No.2, Phase 8, having an area of .801 acres (more or less). The purchase price of \$1 is to be charged to Account No. RF 49999 25301.

It is understood and agreed that the purchase by the City of the above mentioned blocks for the sum of \$1 as shown cross hatched on Schedule "B", is contingent on the remaining lands shown in heavy outline on Schedule "B" being exempt from the cash payment in lieu of conveyance of land pursuant to Sections 41, 50 and 52 of the Planning Act.

11. That the Parks and Recreation Committee authorize the Director of Culture and Recreation to bid for the 1991 Ontario Games for the Physically Disabled.

12. That the Parks and Recreation Committee acknowledge the support of the Ministry of Community and Social Services under the Elderly Persons Act for the operating funds at the following Seniors Centres:

Main/Hess Senior Citizens Centre	\$30 000
Hamilton Seniors Centre (MacNab Street Y.W.C.A.)	30 000
Ottawa Street Seniors Centre (Y.W.C.A.)	30 000

1989 June 27

13. That approval be given to the action taken by the Director of Culture and Recreation to permit Strathcona Public School to hold a school/community barbecue in the parking lot of Victoria Pool on June 21, 1989.
14.
 - (a) That the Baseball/Softball Council be involved in the review of facility allocations for the 1989 season.
 - (b) That the Baseball/Softball Council be involved in the allocation of facilities for the 1990 season.
 - (c) That sport facilities be allocated to youth and community programs as the first service priority at the nominal cost of \$1 per diamond, per date, to permitted users.
 - (d) That neighbourhood and community diamonds be restricted to youth and community adult use.
 - (e) That district and major facilities (without lights) be allocated to city-wide adult leagues at the cost of \$5 per diamond, per date, to permitted users.
 - (f) That all baseball/softball organizations be advised in writing that first priority allocation of ball diamonds will be given to organizations who apply to the Department of Culture and Recreation by January 19th of each year and that applications must be accompanied by the previous years league schedule and rosters.
 - (g) That organizations found to be abusing facilities in both use and non-use be revoked privileges for that facility for the remainder of the current season.
15. That memberships to Recreation Centres and Arenas be sold to permit their use at any Centre or any Arena, commencing September 1989, on an anniversary renewal date basis.
16. That the Constitution and By-laws of the Sports Council of Hamilton be approved.

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17. That approval be given to undertake the restoration project of the Hamilton Museum of Steam and Technology at a cost of \$111 587 to be financed as follows:

Ontario Heritage Foundation	\$32 000
Regional Municipality of Hamilton-Wentworth	\$23 794
Community Facilities Improvement Programme	<u>\$55 793</u>

\$111 587

There will no City cost involved.

NOTE: Should the cost exceed the amount of \$111 587, the Region has set aside an amount of up to \$40 000.

The contract was approved to Isbestor Restoration at the Council meeting held May 09, 1989.

18. (a) That approval be given to the allocation of funds in accordance with the policy approved by City Council May 13, 1986, and as amended on October 26, 1986, for the purchase and installation of metal equipment for the Armstrong Neighbourhood Playground (G. L. Armstrong School-Concession Street) - \$5 000.

NOTE: The estimated total cost for the project is \$15 000 for a combination creative metal climber.

- (b) That the Co-ordinating Committee be requested to recommend the method of financing.

THE CO-ORDINATING COMMITTEE RECOMMENDS THAT
THE PURCHASE AND INSTALLATION OF METAL PLAYLOT
EQUIPMENT IN THE GROSS AMOUNT OF \$5 000 BE
FINANCED FROM THE RESERVE FOR ACQUISITION OF
PROPERTIES UNDER THE PLANNING ACT, ACCOUNT NO.
RF 56006 25301. CARRIED

RESPECTFULLY SUBMITTED,

C. Coutts,
Acting Secretary

ALDERMAN T. MURRAY, CHAIRMAN
PARK AND RECREATION COMMITTEE

1989 June 20

/lp

1989 June 27

REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Planning and Development Committee presents its SIXTEENTH Report for 1989 and respectfully recommends:

1. That the Building Commissioner BE AUTHORIZED to issue demolition permits for the following properties:

- (a) 41 Strathcona Avenue North
- (b) 319 Hawkridge Avenue
- (c) 1533 Upper James Street
- (d) 236 Wood Street East
- (e) 1194 Garth Street
- (f) 1152 Garth Street
- (g) 33 Clinton Street
- (h) 13 Magill Street
- * (i) 849 Upper Wentworth Street

2. (a) That the Building Commissioner BE DIRECTED to enforce an Order to Comply dated 1989 May 15, requiring the demolition of the unsafe single family dwelling at 189 Park Row North.
- (b) That the City Solicitor BE AUTHORIZED to prepare a by-law for the demolition of this property.

NOTE: The cost of the demolition, together with administration costs of both the Real Estate Department and the Building Department, will be added to the tax roll, to be collected in a like manner as municipal taxes.

3. That the City of Hamilton CARRY OUT the work as defined in the final and binding Order to Comply issued pursuant to the Property Standards By-law on the exterior of the property at 293 Tragina Avenue North.

NOTE: It is estimated that \$7,000. to \$10,000. will be required to be expended to bring the exterior of the building to a standard which meets the requirements of the Property Standards By-law. The cost of this work will be added to the tax roll, to be collected in a like manner as municipal taxes.

* Section 1 (i) added during Council

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4. That a Community Heritage Trust Fund Loan in the amount of fourteen thousand, three hundred and fifteen dollars (\$14,315.) and a Designated Property grant in the amount of three thousand dollars (\$3,000.) BE APPROVED for 129 St. Clair Avenue.

NOTE: The interest rate on the loan will be 6 percent, amortized over 10 years.

5. That a repayable Commercial Facade Programme loan, in the amount of eight thousand, seven hundred and seventy-four dollars (\$8,774.) BE APPROVED for 361 Barton Street East.

NOTE: The interest rate will be 6-3/4 percent, amortized over 10 years.

6. That a repayable Commercial Facade Programme loan, in the amount of ten thousand, nine hundred and twenty-nine dollars (\$10,929.) BE APPROVED for 155, 157, 159 and 161 James Street North.

NOTE: The interest rate will be 6-3/4 percent, amortized over 10 years.

7. (a) That the City of Hamilton, in its capacity as Landlord, GRANT CONDITIONAL APPROVAL to Second Phase Civic Square Limited to expand the retail space of the L.D. Jackson Square along the York Boulevard frontage on a parcel of land, currently vacant, lying immediately to the west of the Central Library, the expansion contemplating the creation of restaurant space at grade level containing 6,418 square feet and a Health Club use in the basement level containing 13,902 square feet, subject to Second Phase:

- (i) Complying with the requirements of the Ground Lease including additional ground lease payment, if any,
- (ii) Complying with all Federal, Provincial, Regional and Municipal laws, by-law, requirements and regulations,
- (iii) Providing the detailed plans and drawings for approval in accordance with the Ground Lease,
- (iv) Executing any amendments to the Ground Lease, if formal amendments prove necessary.

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- (b) That the Lessee, Second Phase Civic Square Limited, **BE INFORMED** that this approval is preliminary only and is subject to the required plans, drawings and other documentation required by the Ground Lease and Development Agreement being received and approved by Council or the Co-Ordinator of the L. D. Jackson Square as the Review Authority as the case may be, prior to final approval being given and prior the commencement of any physical alteration to the leased premises and that the Lessee should act accordingly.
 - (c) That the City of Hamilton **AGREE** to reducing the publicly usable open space by the area of the proposed restaurant and health club expansion.
8. (a) That **APPROVAL BE GRANTED** to expropriate the following land in order to complete the assembly of the adjoining properties required in conjunction with the clearance of residential enclaves for Alpha Enclave (Plan 4):
- Parts of Lots 11 and 12, Registered Plan 547, designated as Part 5; part of Lot 12, Registered Plan 547 designated as Part 2; and part of Reserve Registered Plan 547 designated as Part 4 all on Plan 62R-10273 City of Hamilton, Regional Municipality of Hamilton-Wentworth.
- (b) That the City Clerk **BE AUTHORIZED AND DIRECTED**, pursuant to The Expropriations Act, to:
 - (i) Give Notice of The City's application to all owners, registered owners and tenants (as defined in The Expropriations Act) of the said land;
 - (ii) Advertise Notice of the City's application in a newspaper as required by The Expropriations Act;
 - (iii) Sign and receive the said application for approval to expropriate.
9. That the City of Hamilton **ACCEPT** the sum of \$17,480. as cash payment in lieu of 5% dedication in connection with "Aspen West - Phase 4", Hamilton, this being the cash requirement under Section 50 of The Planning Act.

NOTE: These lands are located west of Upper Wentworth Street and south of Limeridge Road in the Crerar Neighbourhood, Hamilton.

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10. That the City Clerk BE AUTHORIZED AND DIRECTED to:

(a) Give Notice of the City's application for approval to expropriate, in accordance with subsection 34(8) of the Planning Act, 1983 for the following residential properties in Alpha Enclave (West):

- (i) A parcel of land known municipally as 393 Sherman Avenue North, measuring approximately 27.432 metres (90.000 feet) by 8.159 metres (26.768 feet), and described as Part 7 on Plan 62R-10267;
- (ii) A parcel of land known municipally as 401 Sherman Avenue North, measuring approximately 34.730 metres (113.944 feet) by 7.702 metres (25.269 feet), and described as Parts 5 and 6 on Plan 62R-10267;
- (iii) A parcel of land known municipally as 403 Sherman Avenue North, measuring approximately 28.466 metres (93.392 feet) by 6.131 metres (20.115 feet), and described as Parts 1, 2 and 4 on Plan 62R-10267, including the right-of-way designated as Part 3 on the same plan;
- (iv) A parcel of land known municipally as 9 Gerrard Street, measuring approximately 29.068 metres (95.367 feet) by 6.001 metres (19.688 feet), and described as Part 1 on Plan 62R-10265;
- (v) A parcel of land known municipally as 19 Gerrard Street, measuring approximately 30.399 metres (99.734 feet) by 6.101 metres (20.016 feet), and described as Part 11 on Plan 62R-10267;
- (vi) A parcel of land known municipally as 21 Gerrard Street, measuring approximately 30.632 metres (100.499 feet) by 5.796 metres (19.016 feet), and described as Part 10 on Plan 62R-10267;
- (vii) A parcel of land known municipally as 23 Gerrard Street, measuring approximately 30.865 metres (101.263 feet) by 5.796 metres (19.016 feet), and described as Part 9 on Plan 62R-10267;
- (viii) A parcel of land known municipally as 27 Gerrard Street, measuring approximately 31.332 metres (102.795 feet) by 5.796 metres (19.016 feet), and described as Part 8 on Plan 62R-10267;

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- (ix) A parcel of land known municipally as 358 Birch Avenue, measuring approximately 22.269 metres (73.061 feet) by 11.464 metres (37.612 feet), and described as Part 1 on Plan 62R-10240;
- (x) A parcel of land known municipally as 388 Birch Avenue, measuring approximately 31.394 metres (102.999 feet) by 7.010 metres (22.999 feet), and described as Parts 1 and 3 on Plan 62R-10273;
- (xi) A parcel of land known municipally as 402 Birch Avenue, measuring approximately 28.587 metres (93.789 feet) by 7.672 metres (25.171 feet), and described as Part 10 on Plan 62R-10273;
- (xii) A parcel of land known municipally as 211 Brant Street, measuring approximately 26.590 metres (87.238 feet) by 21.505 metres (70.554 feet), and described as Part 4 on Plan 62R-10240;
- (xiii) A parcel of land known municipally as 217 Brant Street, measuring approximately 24.384 metres (80.000 feet) by 7.620 metres (25.000 feet), and described as Part 5 on Plan 62R-10240;
- (xiv) A parcel of land known municipally as 219 Brant Street, measuring approximately 24.384 metres (80.000 feet) by 9.144 metres (30.000 feet), and described as Part 6 on Plan 62R-10240;
- (xv) A parcel of land known municipally as 221 Brant Street, measuring approximately 24.384 metres (80.000 feet) by 9.144 metres (30.000 feet), and described as Part 7 on Plan 62R-10240;

This Notice shall be given to all owners, registered owners and tenants (as defined in the Expropriations Act) of these lands.

- (b) Advertise Notice of the City's Application in the newspaper as required by the Expropriations Act; and
- (c) Sign and receive the Application for Approval of these Expropriations.

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11. That the account of Messrs. Weir & Foulds, Barristers and Solicitors, dated 1989 April 27 in the amount of \$40,164. BE PAID and charged to Account No. CH 55311 80010.

NOTE: This account is for legal services to 1989 April 19 with respect to the City's approval of the Assignment of the Ground Lease of the Sheraton Hamilton Hotel by Lakeview Development Ltd. to GGS Hotel Holdings Canada Inc., the Indemnity Agreement with GGS Co. Ltd. of Japan, the Lease Amending Agreement for the \$400,000. payment to the City, the Assignment of the Hotel Interface Agreement, the transfer of Truck Easement, the Pedestrian Bridge Agreement and related Certificates.

12. That a purchase order BE ISSUED to Belair Recreational Products Inc., Brantford, in the amount of \$10,995. plus applicable taxes, for the supply and installation of Playstructures in the Crown Point West/Stipeley Neighbourhood, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of four (4) tenders received. Funds provided in Crown Point West/Stipeley Account #CF 5698 428701203.

13. That a Heritage Permit for the listed property located at 112 St. Clair Avenue BE APPROVED.

NOTE: The Local Architectural Conservation Advisory Committee at its meeting held 1989 May 30 gave preliminary approval for the Heritage Permit.

The owner of the property proposes to partially enclose the back porch of his home which has been approved by the St. Clair Heritage District Advisory Committee.

14. That APPROVAL be given to Zoning Application 89-21, Mory Dimillo, prospective owner, requesting a change in zoning from "C" (Urban Protected Residential, etc.) District to "HH" (Restricted Community Shopping and Commercial) District for property located at 35 Rymal Road West as shown on the attached map marked as APPENDIX "A", on the following basis:

- (a) That the subject lands be rezoned from "C" (Urban Protected Residential, etc.) District to "HH" (Restricted Community Shopping and Commercial) District;

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- (b) That the "HH" (Restricted Community Shopping and Commercial) District regulations as contained in Section 14A of Zoning By-law No. 6593 applicable to the subject lands, be modified to include the following variance as a special requirement:
 - (i) That a minimum 3.0m wide landscaped planting strip, and a visual barrier not less than 1.2m and not more than 2.0m in height, shall be provided and maintained across the entire southerly rear lot line;
- (c) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1128, and that the subject lands on Zoning District Maps W-9D and W-9E be notated S-1128;
- (d) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Maps W-9D and W-9E for presentation to City Council; and,
- (e) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for a change in zoning from "C" (Urban Protected Residential, etc.) District to "HH" (Restricted Community Shopping and Commercial) District for property located at 35 Rymal Road West.

The effect of the By-law is to permit the development of a 3 storey commercial building containing general office and retail space.

15. That **APPROVAL** be given to Zoning Application 89-25, Ashok Kumar, owner, requesting a change in zoning from "C" (Urban Protected Residential, etc.) District to "HH" (Restricted Community Shopping and Commercial) District for property located at 41 Rymal Road West, as shown on the attached map marked as **APPENDIX "B"**, on the following basis:
- (a) That the subject lands be rezoned from "C" (Urban Protected Residential, etc.) District to "HH" (Restricted Community Shopping and Commercial) District;
 - (b) That the "HH" (Restricted Community Shopping and Commercial) District regulations as contained in Section 14A of Zoning By-law No. 6593 applicable to the subject lands, be modified to include the following variances as special requirements:
 - (i) That notwithstanding the provisions of Section 14A(1), the following commercial use shall be permitted:
 - 1. a coin-operated car wash consisting of eight (8) bays contained within a completely enclosed building;

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- (ii) That Section 14A(3)(b) shall not apply;
 - (iii) That Sections 18.(3)(ivc)(a), (b) and (c), shall only apply to the southerly rear lot line; and,
 - (iv) That a minimum 3.0m wide landscaped planting strip, and a visual barrier not less than 1.2m and not more than 2.0m in height, shall be provided and maintained across the entire southerly lot line;
- (c) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1129, and that the subject lands on Zoning District Maps W-9D and W-9E be notated S-1129;
 - (d) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Maps W-9D and W-9E for presentation to City Council; and,
 - (e) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for a change in zoning from "C" (Urban Protected Residential, etc.) District to "HH" (Restricted Community Shopping and Commercial) District for property located at 41 Rymal Road West.

The effect of the By-law is to permit the development of the subject lands for a coin-operated car wash, with a maximum of eight (8) bays contained within a completely enclosed building, and a two storey retail/office building attached to the car wash. In addition, the By-law requires that a minimum 3.0m wide landscaped planting strip and a visual barrier of not less than 1.2m and not more than 2.0m in height be provided and maintained across the southerly lot line.

16. That APPROVAL be given to Zoning Application 89-33, William Schinkel, owner, to establish a change in zoning from "B-1" (Suburban Agriculture and Residential, etc.) District modified to "C" (Urban Protected Residential, etc.) District (Blocks "1" and "2"), and to establish a modification to the "C" (Urban Protected Residential, etc.) District regulations (Block "1"), for property located at 132 Stone Church Road West, shown as Blocks "1" and "2" on the attached map marked as APPENDIX "C", on the following basis:

- (a) That the lands described as Blocks "1" and "2" be rezoned from "B-1" (Suburban Agriculture and Residential, etc.) District modified, to "C" (Urban Protected Residential, etc.) District;

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- (b) That the "C" (Urban Protected Residential, etc.) District regulations as contained in Section 9 of Zoning By-law No. 6593, applicable to the lands described as Block "1", be modified to include the following variance as a special requirement:
 - (i) That notwithstanding Section 9.(4) of Zoning By-law No. 6593, a minimum lot width of at least 10.97m (36.0 ft.) and an area of at least 360.0m² (3,875.01 sq.ft.) shall be provided and maintained;
- (c) That the amending by-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1130, and that the subject lands on Zoning District Map W-9C be notated S-1130;
- (d) That the City Solicitor be directed to prepare a by-law to amend Zoning By-law No. 6593 and Zoning District Map W-9C for presentation to City Council;
- (e) That the proposed change and modification in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the by-law is to provide for a change in zoning for Blocks "1" and "2" from "B-1" (Suburban Agriculture and Residential, etc.) District to "C" (Urban Protected Residential, etc.) District.

The effect of the by-law is to permit development of the subject lands for single-family dwellings. In addition, the by-law provides for a variance for the lands described as Block "1" to permit a minimum lot width of at least 10.97m (36.0 ft.), whereas a minimum of 12.0m is required (Section 9.(4) of Zoning By-law No. 6593).

17. That Zoning Application 89-16, Buckingham - York Limited Ontario Corporation No. 299734, owner, requesting a modification to the established "CR-2" (Commercial Residential) District to permit a 120 seat outdoor patio area in conjunction with an existing restaurant (Beni's Casual Dinner House) on property located at 225 John Street South as shown on the attached map marked as APPENDIX "D", BE DENIED for the following reasons:

- (a) The proposal conflicts with the intent and purpose of the "Outdoor Patio" By-law, in that:
 - (i) The proposed patio would be located adjacent to a residential district which is prohibited. In this regard, approval of a patio at this location may interfere with the enjoyment, use and privacy of the residents of the adjoining residential property; and

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- (ii) The proposed capacity (120 persons) is 2.4 times the permitted capacity (50 persons) for outdoor patios;
- (b) The proposal would be incompatible with the adjoining residential use;
- (c) Approval of the application would result in the loss of 2 required loading spaces as required by the approved site plan (DA-81-43); and,
- (d) Approval of the application may encourage other similar applications which, if approved, would undermine the intent and purpose of the "Outdoor Patio" By-law.

18. That APPROVAL be given to Zoning Application 89-17, Polonia Club Limited, owner, for a modification to the established "C" (Urban Protected Residential, etc.) District regulations to permit a parking lot in conjunction with the Polonia Club, on property located at 2 and 4 Solidarnosc Place, as shown on the attached map marked as APPENDIX "E", on the following basis:

- (a) That the "C" (Urban Protected Residential, etc.) District regulations as contained in Section 9 of Zoning By-law No. 6593 applicable to the subject lands be modified to include the following variances as special requirements:
 - (i) That notwithstanding Section 9.(1) of By-law No. 6593 a parking lot used only in conjunction with the uses established on adjoining lands to the east at Nos. 4A, 4B and 4-1/2 Solidarnosc Place shall be permitted;
 - (ii) That the front yard provisions of Section 9.(3)(i) of By-law No. 6593 shall not apply to the northerly front lot line;
 - (iii) That notwithstanding Sections 18A(11) and (12) of By-law No. 6593 the following special provisions shall apply:
 - (1) That a minimum 1.5m wide planting strip shall be provided and maintained along the entire northerly front lot line, except for any area used for an access driveway;
 - (2) That a minimum 1.5m wide planting strip shall be provided and maintained along the westerly side lot line and the southerly rear lot line;

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- (3) That a visual barrier not less than 1.2m in height and not greater than 2.0m in height shall be provided and maintained within the required 1.5m wide planting strip along the westerly side lot line and the southerly rear lot line;
- (4) That no vehicular access to or egress from the public alleyway at the rear of the property shall be permitted;
- (b) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1036a, and that the subject lands on Zoning District Map E-32 be notated S-1036a;
- (c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-32 for presentation to City Council;
- (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area;
- (e) That By-law No. 79-275 as amended by By-law 87-223 establishing Site Plan Control, be amended by adding the subject lands to Schedule "A";
- (f) That the Stipeley Neighbourhood Plan BE AMENDED by redesignating the subject lands from "Single and Double" residential to "Civic and Institutional" use.

NOTE: The purpose of the By-law is to provide for a modification to the established "C" (Urban Protected Residential, etc.) District regulations for property located at 2 and 4 Solidarnosc Place.

The effect of the By-law is to permit a parking lot in conjunction with the Polonia Club established on adjoining lands to the east.

In addition, the By-law provides for the following variances as special regulations:

- (a) To require no front yard, whereas a minimum front yard of 6.0m (19.69 ft.) is required;
- (b) To require a minimum 1.5m wide planting strip along the entire northerly front lot line, except for the area required for an access driveway;
- (c) To require a minimum 1.5m wide planting strip along the westerly side lot line and southerly rear lot line;

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- (d) To require a visual barrier not less than 1.2m in height and not greater than 2.0m in height to be provided and maintained within the required 1.5m wide planting strip along the westerly side lot line and the southerly rear lot line; and
- (e) To prohibit vehicular access to or egress from the public alleyway at the rear of the subject property.

19. That APPROVAL be given to Zoning Application 89-12, DeMarchi Construction Limited, Lessee, for a change in zoning from "L-pn" (Planned Development - Public and Institutional) District to "G-3" (Public Parking Lots) District for property located adjacent to 291 Grays Road, which is part of Ontario Hydro lands, as shown on the attached map marked as APPENDIX "F", on the following basis:

- (a) That the subject lands be rezoned from "L-pn" (Planned Development Public and Institutional) District to "G-3" (Public Parking Lots) District;
- (b) That the "G-3" (Public Parking Lots) District regulations as contained in Section 13C of Zoning By-law No. 6593 applicable to the subject lands be modified to include the following variances as special requirements:
 - (i) That a 1.5m wide landscaped planting strip and a visual barrier not less than 1.2m and not greater than 2.0m in height shall be provided and maintained along and within the westerly, easterly and southerly lot lines of the property being leased from Ontario Hydro, to screen the parking lot from the surrounding residential developments; and,
 - (ii) That the provisions of Subsection 18A(11) and 18A(12) shall not apply to the subject lands.
- (c) That the amending by-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1131, and that the subject lands on Zoning District Map E-123 be notated S-1131;
- (d) That the City Solicitor be directed to prepare a by-law to amend Zoning By-law No. 6593 and Zoning District Map E-123, for presentation to City Council; and,
- (e) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.
- (f) That the amending By-law not be passed by Council until the applicant has applied for and received approval of a Site Plan.

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NOTE: The purpose of the By-law is to provide for a change in zoning from "L-pn" (Planned Development - Public and Institutional) District to "G-3" (Public Parking Lots) District for a strip of land adjacent to 291 Grays Road.

The effect of the by-law is to permit the lands to be used for parking purposes in conjunction with the existing apartment building at 291 Grays Road. In addition, the by-law will require a 1.5m wide landscaped planting strip, and a visual barrier not less than 1.2m and not more than 2.0m in height along the westerly, easterly and southerly lot lines.

20. (a) That the Jerome Neighbourhood Plan, attached herewith and marked APPENDIX "G", BE APPROVED; and
- (b) That the Policies for the Jerome Neighbourhood Plan, attached herewith and marked APPENDIX "H", BE APPROVED.
21. (A) That APPROVAL be given to Subdivision Application 88-21, A. Weisz, owner, to establish a draft plan of subdivision east of James Street and north of Stone Church Road, subject to the following conditions:
 - (a) That approval apply to the plan prepared by MacKay, MacKay and Peters Limited, revised 1989 April 7 and further revised showing 89 lots, one Block (Block "94") for development with adjacent lands, four blocks (Blocks "90", "91", "92" and "93") for 0.3m reserves and one block (Block "95") for a public walkway.
 - (b) That the streets be dedicated as public highways and the walkway (Block "95") be dedicated as public walkway on the final plan.
 - (c) That the streets be named to the satisfaction of the City of Hamilton and the Regional Municipality of Hamilton-Wentworth.
 - (d) That the final plan conform with the Zoning By-law approved under The Planning Act.
 - (e) That such easements as may be required for utility or drainage purposes be granted to the appropriate authority.
 - (f) That the owner provide the City of Hamilton with a certified list showing the net area and width of each lot and block in the final plan.
 - (g) That the owner make a cash payment in lieu of the conveyance of 5% of the land included in the plan to the City of Hamilton for park purposes.

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- (h) That the open side of the road allowances created by the plan be terminated in 0.3m reserves (Blocks "90", "91", "92" and "93") to be conveyed to the City of Hamilton.
 - (i) That Block "94" be developed only in conjunction with adjoining lands.
 - (j) That this plan of subdivision not receive final approval before road access is available from Ridge Street and from a road connection to Stone Church Road.
 - (k) That the owner acquire sufficient lands to establish the road in front of lots 41 to 51 to a full width of 20.0m and a 0.3m reserve at the open side of the road allowance prior to or in conjunction with the development of this plan of subdivision.
 - (l) That 2m x 2m daylight triangles be established on all L-shaped streets.
 - (m) That street "A" line up centreline to centreline with the future 26.0m road to Stone Church Road.
 - (n) That the street between Lots 19 and 20 align centreline to centreline with Ridge Street.
 - (o) That Street "A" should have a centreline radius of not less than 110m.
 - (p) That the owner receive a demolition permit in accordance with the "Rental Housing Protection Act" for the rented existing single-family dwelling located on the subject lands.
 - (q) That the owner shall erect a sign in accordance with Section XI of the subsequent Subdivision Agreement prior to the issuance of a final release by the City of Hamilton.
 - (r) That the owner agree in writing to satisfy all the requirements, financial and otherwise, of the City of Hamilton.
- (B) That the Subdivision Agreement BE ENTERED INTO by the Corporation of the City of Hamilton and the owner to provide for compliance with the conditions of approval established by the Hamilton-Wentworth Region with respect to this application (SA-88-21), A. Weisz, owner, proposed draft plan of subdivision, and that the City execute the agreement when the said conditions have been met and the City's share of the cost of installing municipal services has been approved by City Council.

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(C) That APPROVAL be given to amended Zoning Application 88-131, Hampshire Properties Inc., Arthur Weisz Real Estate Limited and Hyman Richter, owners, to establish a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District (Block "1") and "CR-1" (Commercial-Residential) District modified (Blocks "2" and "3"), and from "C" (Urban Protected Residential) District to "CR-1" (Commercial-Residential) District modified (Blocks "4" and "5"), to permit single-family residential development on Block "1", and Commercial/Residential Development on Blocks "2", "3", "4", and "5", for property located at 1275 and 1317 Upper James Street, as shown on the attached map marked as APPENDIX "I", on the following basis:

- (a) That the lands described as Block "1" be rezoned from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District;
- (b) That the lands described as Blocks "2" and "3" be rezoned from "AA" (Agricultural) District to "CR-1" (Commercial-Residential) District;
- (c) That the lands described as Blocks "4" and "5" be rezoned from "C" (Urban Protected Residential, etc.) District to "CR-1" (Commercial-Residential) District;
- (d) That the "CR-1" (Commercial-Residential) District regulations as contained in Section 15B of Zoning By-law No. 6593 applicable to the lands described as Blocks "2", "3", "4" and "5" be modified to include the following variances as special requirements:
 - (i) That notwithstanding Section 15B(8)(a) of Zoning By-law No. 6593, no building or structure shall exceed eight storeys or 26.0 metres (85.30 ft.) in height;
 - (ii) That a minimum 6.0m wide landscaped planting strip shall be provided and maintained along the easterly property liner of Blocks "2" and "3";
 - (iii) That a visual barrier not less than 1.2m in height and not greater than 2.0m in height shall be provided and maintained within the required 6.0m wide landscaped planting strip along the easterly property line of Blocks "2" and "3";

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- (e) That the amending by-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1132, and that the subject lands on zoning District Map E-9C be notated S-1132;
- (f) That the City Solicitor be directed to prepare a by-law to amend Zoning By-law No. 6593 and Zoning District Map E-9C for presentation to City Council;
- (g) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the by-law is to provide for the following changes in zoning:

- (a) Block 1 - Change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District.
- (b) Blocks 2 and 3 - Change in zoning from "AA" (Agricultural) District to "CR-1" (Commercial-Residential) District, modified.
- (c) Blocks 4 and 5 - Change in zoning from "C" (Urban Protected Residential, etc.) District to "CR-1" (Commercial-Residential) District, modified.

The effect of the by-law is to permit future single-family residential development on the lands described as Block "1", and commercial/residential development on the lands described as Blocks "2", "3", "4" and "5".

In addition, the by-law provides for the following variances as special requirements:

- (a) To restrict the maximum height of buildings or structures to eight storeys or 26.0 metres (85.30 ft.) within the "CR-1" (Commercial-Residential) District (Blocks "2", "3", "4" and "5"), whereas 12 storeys or 39.0 metres (127.95 ft.) is permitted (Section 15B(8)(a));
- (b) To require a minimum 6.0m wide landscaped planting strip to be provided and maintained along the easterly property line of Blocks "2" and "3"; and,
- (c) To require a visual barrier not less than 1.2m in height and not greater than 2.0m in height to be provided and maintained within the required 6.0m wide landscaped planting strip along the easterly property line of Blocks "2" and "3".

1989 June 27

22. For the information of the members of City Council, the Planning and Development Committee, at its meeting held Wednesday, 1989 June 14, APPROVED the following membership list for the Central Area Plan Implementation Committee:

Alderman David Christopherson (Chairperson) - Planning and Development
Committee

Reverend Charles Forsyth (Vice-Chairperson) - First Place

Mark Boyak - Hamilton Real Estate Board

Francois Roesch - Corktown-Stinson Neighbourhood Association

Gloria DeSantis - Social Planning and Research Council

Russell Elman - Durand Neighbourhood

Gabriel Etele - Downtown Business Improvement Area

John Eyles - McMaster University

Ozzie Ferguson - United Senior Citizens

Arthur Lomax - Hamilton Automobile Club

Kay Nolan - Hamilton-Wentworth Roman Catholic School Board

Bruce Rankin - Hamilton Society of Architects

Gil Simmons - North End Neighbourhood

Trustee Anne Stewart - City of Hamilton

Ken Stone - Hamilton and District Labour Council

Marvin Wasserman - King East Business Association

Diane Brown - Hamilton and District Chamber of Commerce

Helen Nemeth - Beasley Neighbourhood

1989 June 27

23. (a) That the Ministers of Municipal Affairs and Natural Resources BE ADVISED that:

(i) The City of Hamilton supports in principle, the proposed Province of Ontario Policy Statement on Wetlands; and,

(ii) The policy statement be revised to:

(1) Include reference to the conservation authorities participation in wetland management; and,

(2) Define and/or provide examples of "compatible development", "unreasonable uses" and "lands adjacent to provincially significant wetlands."

(b) That the City Clerk BE REQUESTED to so advise the Ministers of Municipal Affairs and Natural Resources and the Association of Municipalities of Ontario.

24. That the City Clerk BE DIRECTED to notify the Clerk of the Regional Municipality of Hamilton-Wentworth that the City of Hamilton does not object to proposed Amendment 52/89 to the Niagara Escarpment Plan.

NOTE: The Niagara Escarpment Commission has requested the City's comments on proposed Amendment 52/89 to the Niagara Escarpment Plan. The purpose of this Amendment is to delete waste disposal (landfill) and related uses from Escarpment Natural, Protection and Rural Areas.

Utility facilities (which includes waste collection or disposal or management) are currently permitted in the Escarpment Protection and Rural Areas, Escarpment Natural Areas and Mineral Resource Extraction Area. In principle, landfill sites are permitted in virtually all designations of the N.E.P. except Urban, Minor Urban and Escarpment Recreation.

The N.E.C. initiated this Amendment because it was felt that landfill operations and related uses would:

(a) Conflict with the purpose and objectives of the Niagara Escarpment Planning and Development Act; and,

(b) Not be in keeping with preserving a substantially natural environment.

In addition, it was felt that such uses could more appropriately be dealt with through the N.E.P. Amendment process. Thereby, the purpose and objectives of the Act can be addressed, as well as the site specific and wider impacts of such proposals can be assessed. The amendment process will also guarantee vigorous public, municipal and provincial scrutiny before decisions are made.

1989 June 27

There are only three N.E.P. designations within the City of Hamilton: Escarpment Natural Area, Escarpment Protection Area and Urban Area (see attached map). The proposed amendment will only impact on the first two areas. The Regional Engineering Department has advised that there are no waste disposal or related used within these two areas. It was noted that the Upper Ottawa Street landfill site, now closed, is located immediately west of the Escarpment Protection Area in the vicinity of Stone Church Road. Since this site is no longer used for landfill purposes, the proposed amendment will have no impact.

25. For the information of the members of City Council, the Planning and Development Committee, at its meeting held Wednesday, 1989 June 14th, established a Task Force to be comprised of Alderman serving the Mountain wards for the purpose of reviewing the recent closure of incinerators in apartment buildings.
26. That leave **BE GRANTED** to approve the following Bills:
- (a) **Bill D-72** A By-law to amend By-law No. 88-132 being a By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 1060 Rymal Road East.
 - (b) **Bill D-73** A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 1360 Rymal Road East (and rear of Municipal No. 1360 Rymal Road East).
 - (c) **Bill D-74** A By-law to amend Zoning By-law No. 6593 respecting land located at the rear part of Municipal Nos. 3 and 7 Bonaparte Way.
 - (d) **Bill D-75** A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 1002 West 5th Street.
 - (e) **Bill D-77** A By-law to amend Zoning By-law No. 6593 respecting land located on the east side of Upper Wellington Street, south of Stone Church Road East.
 - (f) **Bill D-78** A By-law to amend Zoning By-law No. 85-35 being an Amendment to Zoning By-law No. 6593 respecting land located at Municipal No. 81 Dartnall Road.
 - (g) **Bill D-79** A By-law to amend By-law No. 78-271, as amended by By-laws No. 79-263, 82-97 and 87-107 and to amend By-law No. 80-272 being By-laws to amend Zoning By-law No. 6593 respecting lands located at Municipal Nos. 1117 to 1119 Fennell Avenue East.

1989 June 27

- (h) Bill D-80 A By-law to establish Site Plan Control respecting lands located at Municipal Nos. 1117 to 1119 Fennell Avenue East.
- (i) Bill D-82 A By-law to authorize demolition of the building located at Municipal No. 189 Park Row North.
- (j) Bill D-83 A By-law to authorize the repair of buildings and structures located at Municipal No. 293 Tragina Avenue North pursuant to Section 31 of The Planning Act, 1983, S.O. 1983, c. 1.
- (k) Bill D-84 A By-law to amend Zoning By-law No. 6593 respecting lands located at Municipal Nos. 294-298 Lake Avenue North.
- (l) Bill D-85 A By-law to amend Zoning By-law No. 6593 respecting lands located at Municipal Nos. 1120 and 1150 Stone Church Road East.

*27. That in regard to Site Plan Control Application DA-88-118 by The Dominion Realty Company Limited, owner of the lands at 17-35 King Street West, for development of a 16-storey office complex as Phase Two to the existing complex known as Commerce Place, approval be given to the following:

- (a) That Condition e) of the approval of 1989 April 25 for Site Plan Control Application DA-88-118 be modified by replacing the word "Undertaking" with the word "agreement"; and,
- (b) That the following be approved and forwarded to City Council:

That in regard to a proposed +15 Pedestrian System within the development at 17-35 King Street West and, a proposed Pedestrian Bridge between Lloyd D. Jackson Square and Phase Two of the C.I.B.C. complex at 17-35 King Street West, and Site Plan Control Application DA-88-118 by The Dominion Realty Company Limited, owner of the lands at 17-35 King Street West;

- (i) That the Mayor and City Clerk be authorized to execute the Site Plan Agreement dated 1989 June 1 which provides for the following:
 - 1. That the development at 17-35 King Street West will accommodate the proposed Pedestrian Bridge;
 - 2. That the development will provide pedestrian access through the project during normal business hours;

* Section 27 added during Council
Recorded vote, see page 882

1989 June 27

3. That unless, by the tenth anniversary of this Agreement, an agreement is reached for the construction, operation and maintenance of the Pedestrian Bridge by all parties whose agreement is required under the Collateral Agreement, then the owner may remove the features pertaining to the Pedestrian Bridge and the obligation of the owner to provide pedestrian access through the development; and,
- (ii) That the Mayor and City Clerk be authorized to execute the Collateral Agreement dated 1989 June 1 which provides for the following:
1. That the owner, at its own expense, arrange for the preparation of architectural and engineering plans and drawings for the Pedestrian Bridge over King Street, connecting LLOYD D. JACKSON SQUARE and the project at 17-35 King Street West;
 2. That the owner, at its own expense have the Pedestrian Bridge priced by its contractor for the Project and provide the results of such pricing to the City;
 3. That the owner negotiate with the City and all necessary parties to settle all matters in connection with the construction, operation and maintenance of the Pedestrian Bridge;
 4. That upon reaching such agreement, the owner further agrees to the following:
 - (a) Permit the City to construct and install the Pedestrian Bridge;
 - (b) Enter into an Agreement respecting all matters in connection with construction, operation and maintenance with all parties;
 - (c) Pay to the City, an amount towards the total cost of constructing the Pedestrian Bridge, which amount is not greater than \$233,000.00;
 5. That where, by the tenth anniversary date of this Collateral Agreement, no agreement is reached for the construction and maintenance of the Pedestrian Bridge by all necessary parties, then this Agreement is null and void; and,
 6. That should the City decide to proceed with construction, the owner shall pay to the City, the amount referred to in paragraph 4.(c) when the City determines the successful bidder for construction of the Pedestrian Bridge.

1989 June 27

NOTE: The Site Plan Agreement and the Collateral Agreement, which are to be registered on title of the land provide for details for the +15 Pedestrian system within the development at 17-35 King Street West and for the proposed Pedestrian Bridge connection between Lloyd D. Jackson Square and 17-35 King Street West.

The Site Plan Agreement provides that the development at 17-35 King Street West will accommodate the proposed Pedestrian Bridge and permit pedestrian access through the project during normal business hours. The Site Plan Agreement also indicates that unless, by the tenth anniversary date of this Agreement, an agreement is reached for the construction, operation and maintenance of the Pedestrian Bridge by all parties whose agreement is required by the Collateral Agreement, then the owner may remove the features pertaining to the Pedestrian Bridge and the pedestrian access.

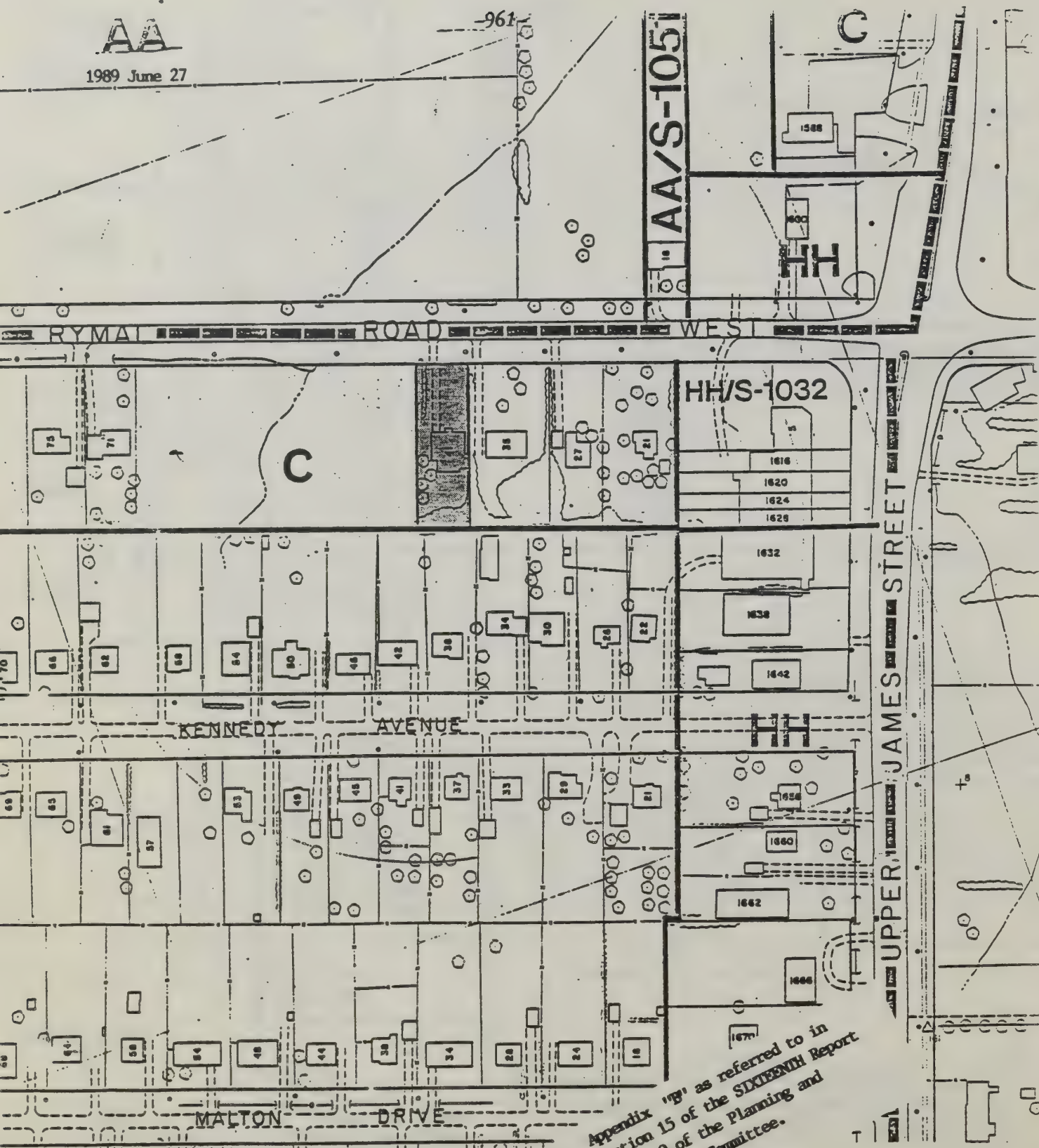
The Collateral Agreement provides that the owner, at its own expense, arrange the preparation of architectural and engineering plans and drawings for the Pedestrian Bridge and to have the Pedestrian Bridge priced and to provide the results to the City. In addition, the owner agrees to negotiate with the City and all necessary parties to settle all matters concerning the construction, operation and maintenance of the Pedestrian Bridge. Upon reaching the negotiated agreement, the owner further agrees to permit the City to construct, and install the Pedestrian Bridge in accordance with the prepared plans, and to enter into an Agreement respecting all matters in connection with the construction, operation and maintenance with all parties. The owner also agrees to pay to the City, an amount towards the total cost of constructing the Pedestrian Bridge, which amount is not greater than \$233,000.00 to be paid when the City determines the successful bidder for construction of the Pedestrian Bridge. The Collateral Agreement also indicates that by the tenth anniversary date of the Collateral Agreement, where there is no agreement reached between the owner, the City and all necessary parties for the construction, and maintenance of the Pedestrian Bridge, the Collateral Agreement becomes null and void.

Respectfully submitted,

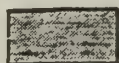
ALDERMAN J. SMITH, CHAIRMAN
PLANNING AND DEVELOPMENT COMMITTEE

Susan K. Reeder
Secretary
1989 June 14

AA
1989 June 27



Legend

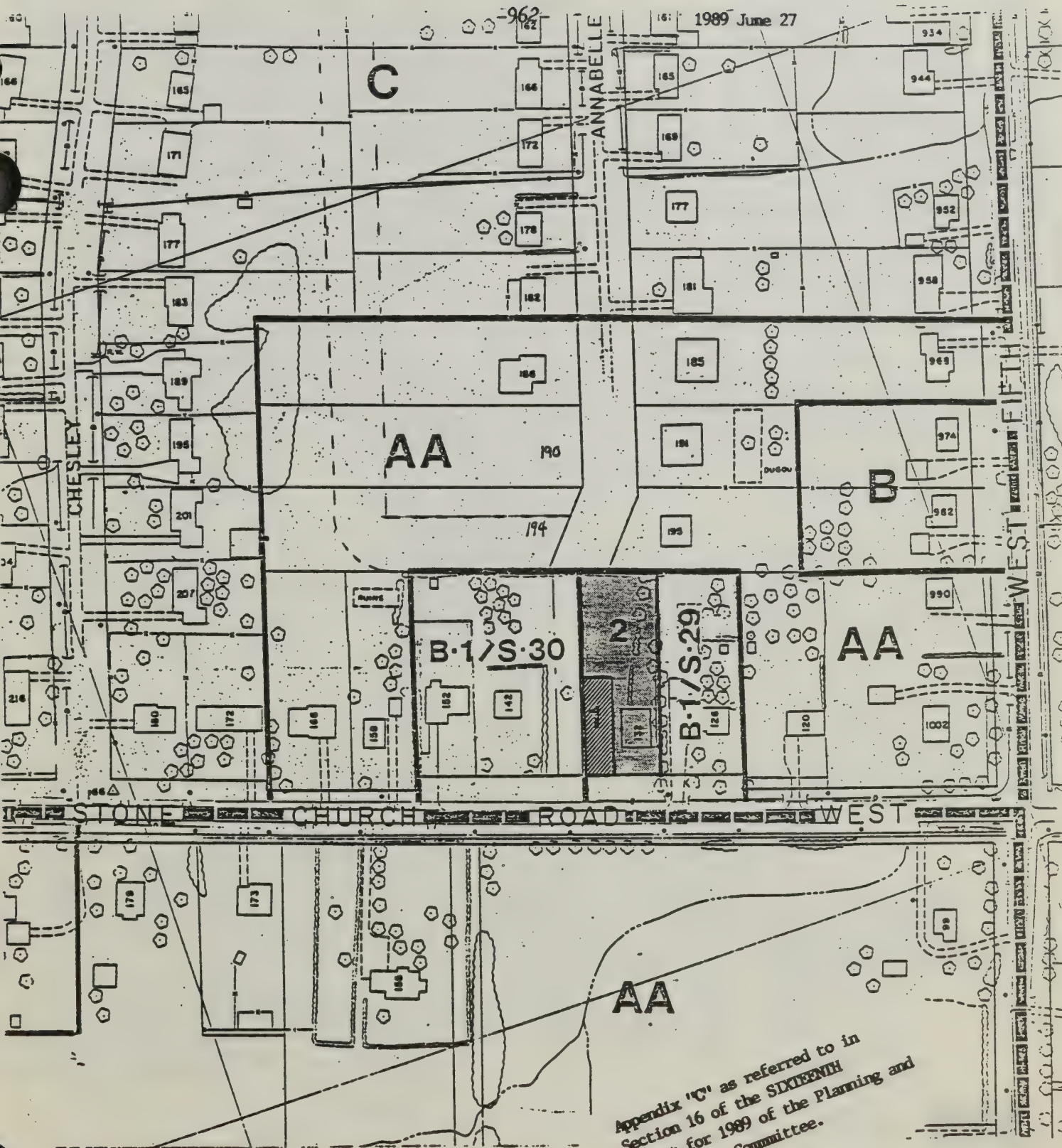


Site of the Application

Appendix 'B' as referred to in
Section 15 of the SIXTEENTH Report
for 1989 of the Planning and
Development Committee.



APPENDIX A



Appendix 'C' as referred to in
 Section 16 of the SIXTEENTH
 Report for 1989 of the Planning and
 Development Committee.

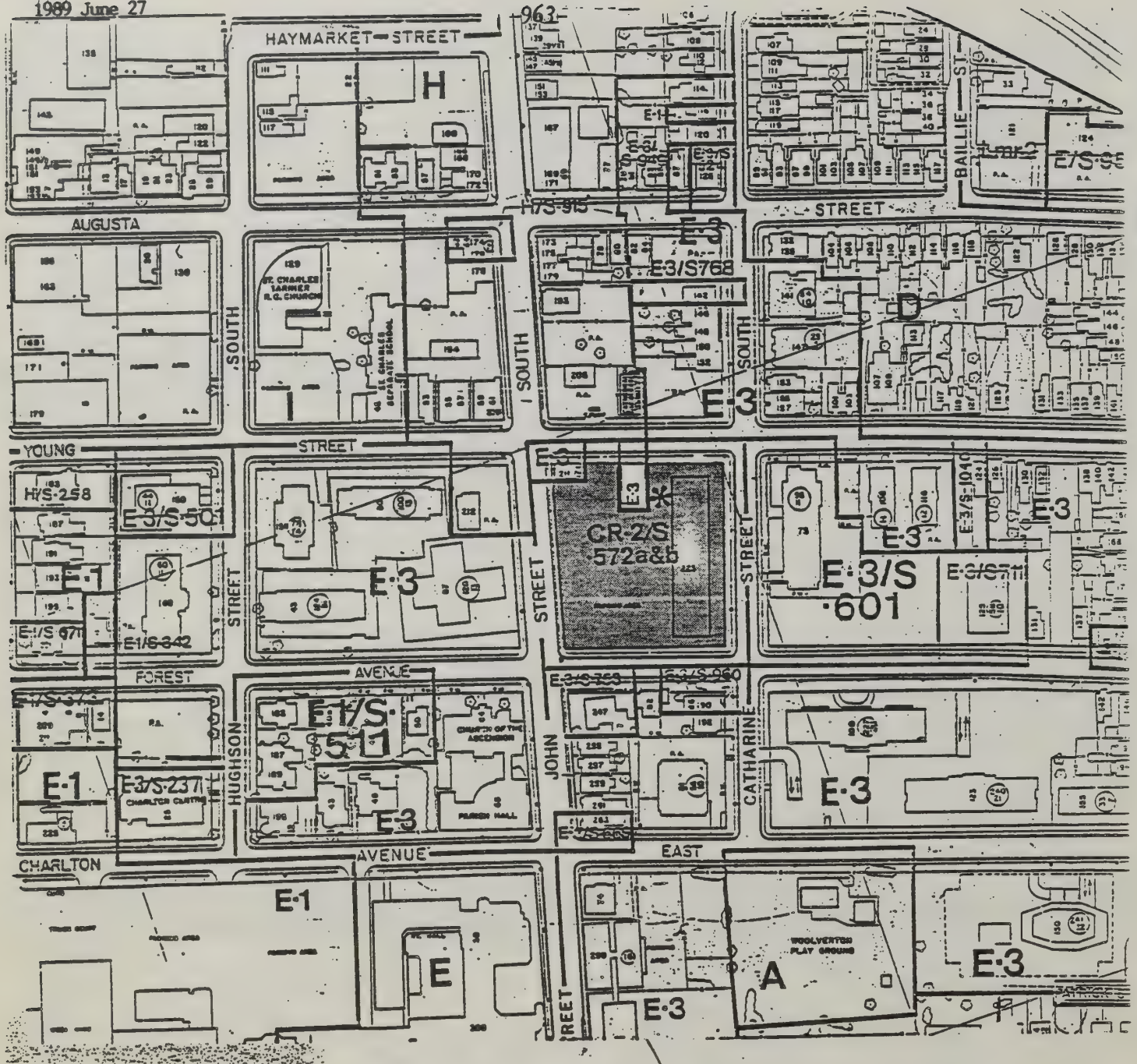
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Site of the Application



1989 June 27



LEGEND



SITE OF THE APPLICATION

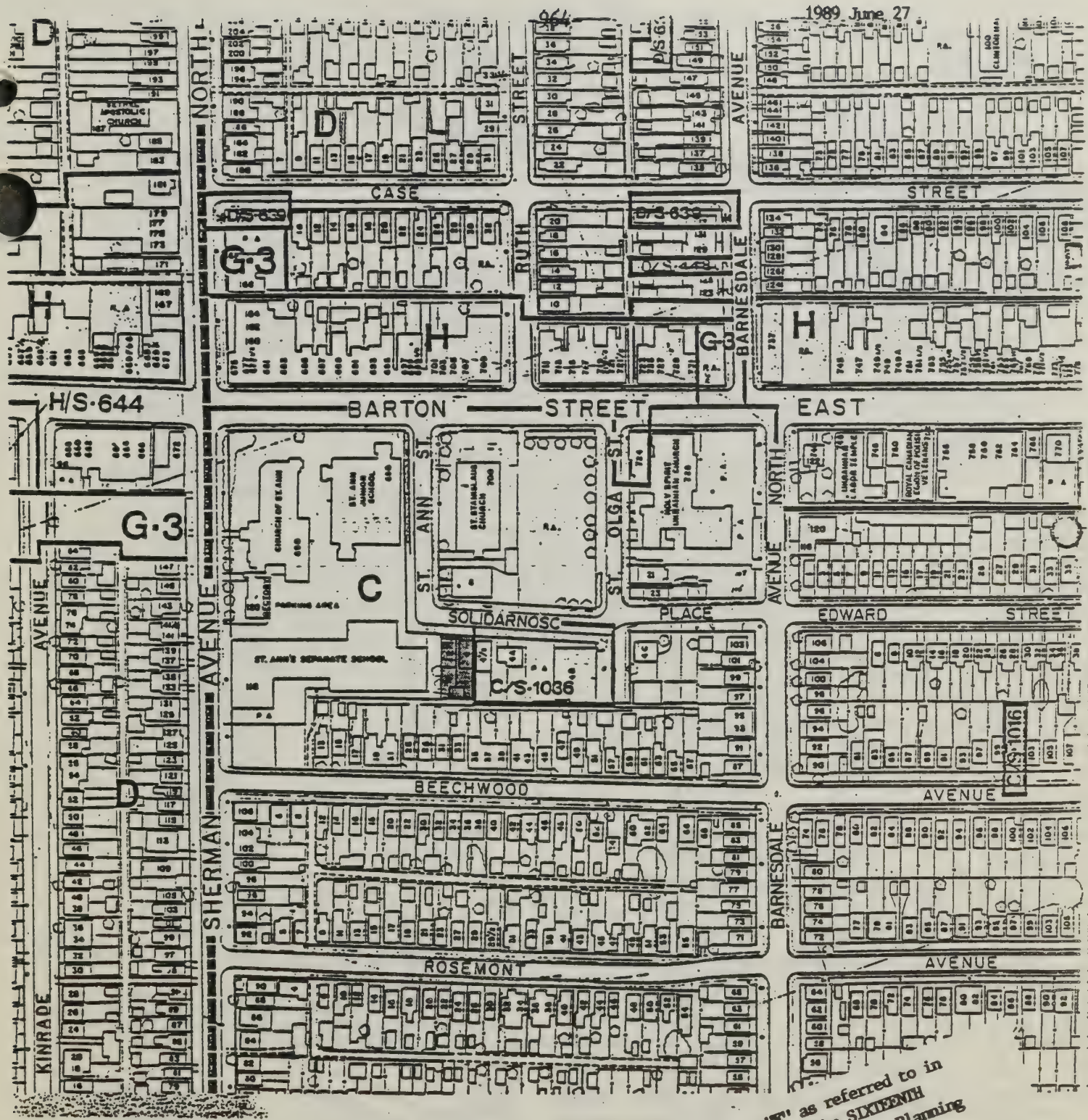


LOCATION OF OUTSIDE PATIO

Appendix 'j' as referred to in
Section 17 of the SIXTEENTH
Report for 1989 of the
Planning & Development Committee.



1989 June 27

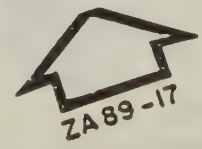


LEGEND



SITE OF THE APPLICATION

Appendix 'E' as referred to in
Section 18 of the SIXTEENTH
Report for 1989 of the Planning
and Development Committee.



APPENDIX A

1989 June 27

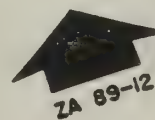


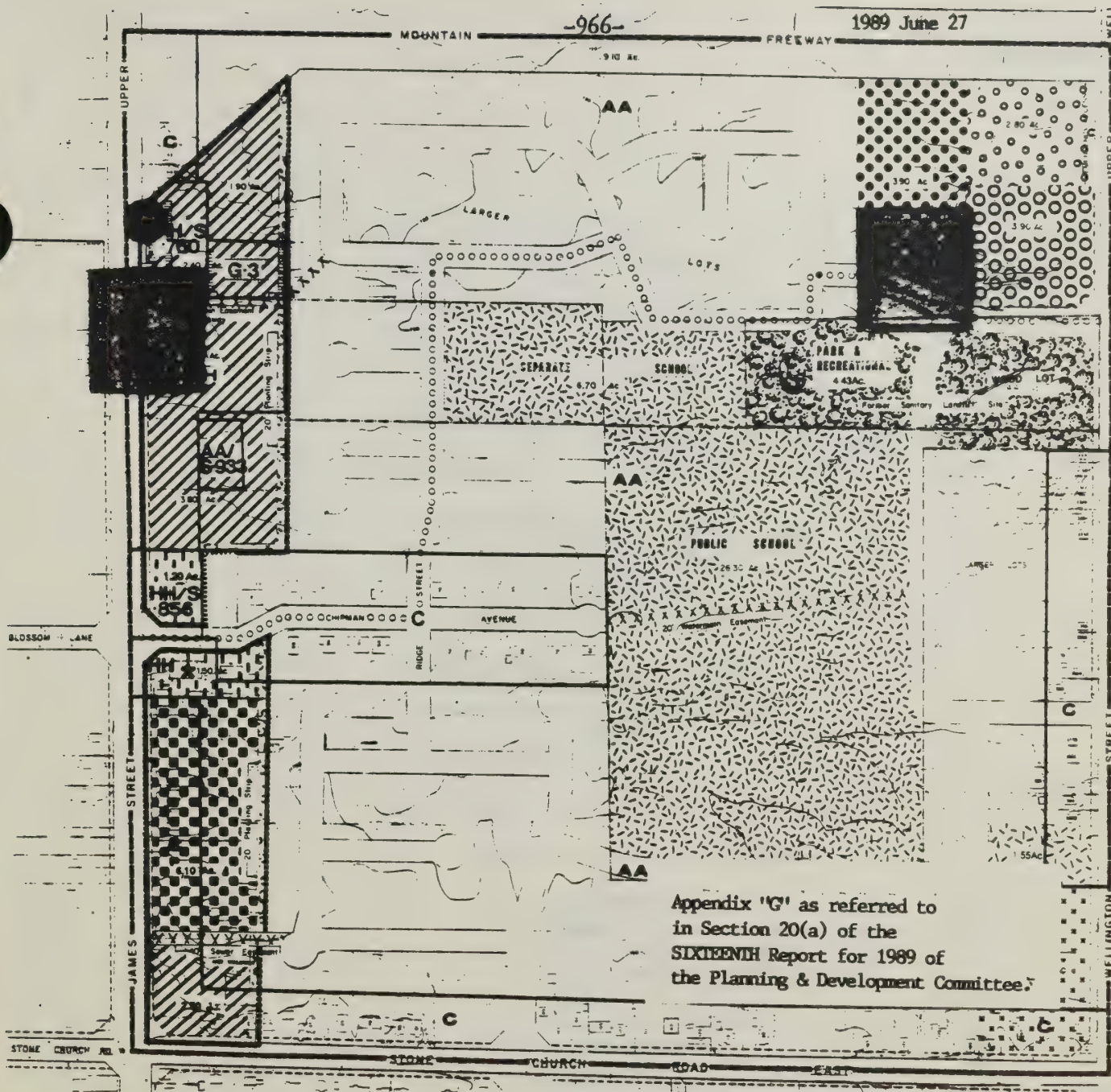
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Site of the Application

Appendix 'm' as referred to in
Section 19 of the SIXTEENTH
Report for 1989 of the
Planning & Development
Committee.





NOTE: This is a GUIDE PLAN only and is subject to change. For details contact the local planning division of the Regional Municipality of Hamilton-Wentworth.

LEGEND:

- SCHOOL LANDS
- SCHOOL LANDS
- SANITARY LANDFILL SITE

○○○ POSSIBLE BIKEWAY ROUTE

———— AREA SUBJECT TO URBAN DESIGN GUIDELINES

* No access permitted to Chipman Avenue and to be developed in conjunction with the frontage on Upper James Street.

EXISTING POPULATION (1986) 186

LAND USE

RESIDENTIAL

- single & double
- attached housing
- low density apartments
- medium density apartments
- high density apartments
- commercial & apartments

- COMMERCIAL (GENERAL)
- NEIGHBOURHOOD COMMERCIAL
- CIVIC & INSTITUTIONAL
- PARK & RECREATIONAL
- OPEN SPACE
- UTILITIES
- INSTITUTIONAL & RECREATIONAL

- Neighbourhood Boundary
- Zoning Boundary

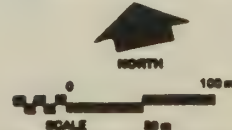
Approved

Planning Committee June 14, 1989 Council

Latest Revision Date

OF HAMILTON
PLANNING DEPARTMENT

JEROME
Approved Plan



1989 June 27

-967-

JEROME NEIGHBOURHOOD PLAN
POLICIES

May 1989
W.P. DOC. 0058P

Appendix 'H' as referred to in
Section 20(b) of the SIXTEENTH
Report for 1989 of the Planning and
Development Committee .

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I INTRODUCTION

The Jerome Neighbourhood Plan consists of a detailed land use plan and policy framework to guide development of the neighbourhood.

The Plan includes:

- 1) A map which defines the land use pattern and road pattern.
- this is contained in Appendix A - Proposed Plan.
- 2) A set of written policies which describe in detail the nature of development and the actions required to implement the plan.
- this is contained in Section VI - Neighbourhood Plan.

This report contains the neighbourhood plan and a summary of the associated background information. It describes the reasons for the preparation of the plan, and outlines the existing planning policies which affect the neighbourhood. It describes the location and nature of Jerome and puts the plan into the context of the overall neighbourhood planning process. The plan includes goals, objectives, policies and actions related to the development of the neighbourhood.

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II BACKGROUND

The Jerome Neighbourhood Plan is being prepared at this time due to the current extension of municipal services to this area.

Development of the southern section of Jerome will be possible within the next year, because of the extension of trunk sewer services which is currently underway. The northern section of the neighbourhood will also be provided with complete sewer services within the next several years.

A Neighbourhood Plan for Jerome is required to provide a detailed land use plan and help ensure the orderly development of the neighbourhood.

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III EXISTING POLICY

The existing planning policy for the Jerome Neighbourhood is based primarily on the Hamilton Official Plan. There are also two amendments to the Official Plan, which describe the timing and nature of development in the South Mountain area along Upper James Street. Existing policy is also contained in policies on multi-centres, and studies on energy efficient neighbourhood planning.

A. City of Hamilton Official Plan

The City of Hamilton Official Plan is a comprehensive policy document which provides guidance for the development of the entire city.

The Plan includes policies which address:

- an overall land use concept, including guidelines for the development of all land use types;
- a strategy for the provision of municipal services such as engineering services and transportation facilities
- policies to help ensure the provision of appropriate amenity and design, including community services such as parks and schools, attractive residential environment, etc; and,
- the procedures for implementation of these planning policies.

Many of the Official Plan policies are relevant to the preparation of the various components of neighbourhood plans. The following sections of the Plan are of particular relevance:

- Subsections A.2.1 through A.2.6: policy considerations for various land use types;
- Subsection C.7: policies for provision of amenity in residential environment and housing; and,
- Subsection D.2: considerations for the preparation of neighbourhood plans.

The Official Plan therefore provides guidance for the preparation of planning policies for the Jerome Neighbourhood, for all types of land uses which are anticipated. Policies on the anticipated staging of development were also included in the original plan, although these have been modified by subsequent amendments.

B. Official Plan Amendments

Several amendments have been made to the Official Plan since the time of its preparation, which affect the timing and nature of development in the Jerome Neighbourhood. As a result, these lands will be developed earlier than originally anticipated.

Official Plan Amendment No. 22 enabled the development of the South Mountain area, including the Jerome Neighbourhood, earlier than originally anticipated. This was made possible due to the elimination of the staging policies in the Official Plan and the extension of the trunk sewer to the Mountain Transit Centre at Highway 6 and Twenty Road. O.P.A. No. 22 was passed by Council on September 25, 1984, and approved by The Ontario Municipal Board on September 12, 1985. A special study, the "Upper James - South Mountain Area Study" was initiated to determine the best uses for lands adjacent to Upper James Street, including those in the Jerome Neighbourhood.

Official Plan Amendment No. 28 was prepared to define the specific types of commercial land uses to be permitted along the Upper James Street corridor. This amendment was passed by Council on October 29, 1985, and approved by the Minister of Municipal Affairs in mid-August, 1986. Land use designations along Upper James Street in the southern portion of the Jerome Neighbourhood were changed from "Residential" to "Commercial". The lands to the rear of the former Ridge Public School were also redesignated from "Major Institutional" to "Residential", to permit a possible future change in the use of this site.

Several special policy areas were established by O.P.A. No. 28, as defined in Appendix "A" of this plan, which includes a copy of the amendment and the related map. Subsection (ii) of policy A.2.9.3.26 expands upon the Commercial policies of the Official Plan as they apply to this portion of Upper James Street by introducing Special Policy Areas in the Jerome Neighbourhood, as follows:

- Area 3l - Includes all lands along the Upper James Street frontage within Jerome Neighbourhood.
 - Permits a wide range of commercial uses including retail and service uses catering to the travelling public and the daily needs of the adjacent residents.
- Area 3la - The southwest portion of Jerome, along the southern half of the Upper James Street frontage from south of Chipman Avenue to Stone Church Road.
 - Encourages mixed Commercial/Residential uses, of a height, intensity, and scale compatible with surrounding commercial and residential development (see Official Plan Policy A.2.2.36).
- Area 3lc - The mid block node, on Upper James Street, just north and south of Chipman Avenue.
 - Encourages neighbourhood-based retail and service uses, catering to the adjacent residential areas. Development may take place east-west along the collector road, i.e. Chipman Avenue.

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O.P.A. No. 28 also states that the Jerome Neighbourhood Plan must consider a number of design features to help ensure well-planned design. These are noted in Subsection (iii) of Policy A.2.9.3.26 in Appendix "A" of this report, and include items such as:

- the extent of various types of commercial land use;
- lot depths, frontages and building setbacks; and,
- the location of access points, the extent of shared access and the use of service roads.

Several other policies are also contained in O.P.A. No. 28, dealing with preparation of neighbourhood plan and related policies. Design guidelines are to be prepared in conjunction with the neighbourhood plan, to minimize conflicts between commercial and residential areas, enhance the visual appearance of the streetscape, and provide pedestrian linkages. A co-ordinated approach to the redevelopment of the area will be encouraged, by means of co-operation between adjacent property owners in matters of design. Urban Design Guidelines have been prepared for the South Mountain section of Upper James Street, to fulfill these requirements. These have been used in the preparation of the Ryckmans and Mewburn Neighbourhood Plans. These guidelines are contained in Appendix "B" of this report, and outline the design of development for the three types of commercial uses in this section of Upper James Street.

There are two additional special policy areas within the Jerome Neighbourhood, as contained on Schedule B-2 in the Hamilton Official Plan, which may be described as follows:

- Special Policy Area 21 permits the development of a Community Shopping Centre at the intersection of Stone Church Road and Upper Wellington Street. Official Plan policies A.2.2.8(iii) and D.2.5(x)(a) contain details concerning size and design standards for such a shopping centre.
- Special Policy Area 23 permits the development of a Convenience Shopping Centre at the intersection of Stone Church Road and Upper James Street. Official Plan policies A.2.2.8(v) and D.2.5(x)(c) contain details concerning the size and design standards for this type of shopping centre.

C. Multi-Centre Policies

Two multi-centres are to be developed within the Jerome Neighbourhood, as defined by the following policies.

Subsection D.2 of the Hamilton Official Plan states that up to four developing residential neighbourhoods will be grouped to form larger planning districts named "Communities". Multi-centres will be designated at the centre of these communities, containing a variety of land uses to meet the needs of residents in the community, such as the following:

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- commercial shopping centres;
- community facilities such as libraries, secondary schools, parks, churches and community centres;
- multi-family residential development; and,
- land uses providing employment opportunities.

The Jerome Neighbourhood has been included with the adjacent Crerar, Barnstown and Ryckmans Neighbourhoods to the east and south to form a community according to Schedule G of the Official Plan. The Ryckmans Multi-Centre is located at the centre of this community, at the intersection of Upper Wellington Street and Stone Church Road. The Ryckmans Multi-Centre Plan was approved by Council on July 28, 1981. It designates the lands at the southeast corner of the Jerome Neighbourhood for "Institutional and Recreational" uses. A copy of this plan is included in Appendix "C" of this report.

Multi-centre uses will also be permitted in the vicinity of Upper James Street and Stone Church Road, in the southwest corner of the Jerome Neighbourhood. Official Plan Amendment No. 28 introduced such uses in this area, to replace the Sheldon Multi-Centre originally proposed for the intersection of West Fifth Street and Stone Church Road. Uses such as institutional, recreational and medium density residential will be permitted in this new multi-centre, to reinforce the commercial corridor along Upper James Street.

D. Energy Efficient Design

Maximizing the use of passive solar energy for heating is an important consideration in the design of Hamilton neighbourhoods. Research undertaken by the Planning Department has identified design criteria and methodologies which take into account environmental factors such as climate and topography. This approach can be used to help develop an energy efficient street alignment and land use pattern for the neighbourhood. These guidelines are described in the Background Report for the Jerome Neighbourhood, and have been used in the preparation of the Plan.

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IV NEIGHBOURHOOD PLANNING PROCESS

The preparation of neighbourhood plans involves several stages, including data collection, draft plan preparation, public review, plan revision and adoption of the final plan. The following steps are involved in the process:

The Background Information Report is prepared as the first step. Information on all aspects related to planning of the neighbourhood is collected and summarized in report form. This includes population data, existing land use, municipal services and existing planning policies. The opportunities and constraints to development identified in this report form the basis for the preparation of the Plan.

The draft Neighbourhood Plan consists of the land use map and written policies contained in this report. The policies are based on neighbourhood planning principles and attempt to provide desirable features such as safety, convenience and energy efficiency. For each land use type, objectives and policies are defined and specific actions are identified to assist in implementation.

A public meeting is held to discuss the details of the proposed plan with area residents and landowners. All landowners within the neighbourhood are notified of this meeting. Citizens are invited to provide the Planning Department with any comments they have regarding the proposed plan.

Revision and adoption of the Neighbourhood Plan follows, based on the public review of the draft plan. Comments and submissions from the public and from staff departments are incorporated into the Plan, where possible. The final plan is presented to the Planning and Development Committee for review and approval, and then to City Council for adoption. Official Plan amendments and zoning changes may be considered at the same time that the plan is adopted, or at a later date.

V DESCRIPTION OF THE STUDY AREA

The Jerome Neighbourhood is located in the south Mountain area of Hamilton. It is bounded by the proposed Mountain Freeway to the north, Upper Wellington Street to the east, Stone Church Road to the south, and Upper James Street to the west. The neighbourhood is rectangular in shape, and approximately 73 hectares (180 acres) in area.

The existing land use in the neighbourhood includes a mixture of developed and undeveloped areas. Along Upper James Street, the frontage has been developed for a variety of highway commercial, institutional and residential uses, on lots of various sizes and shapes. Single family homes have been built on large lots along Chipman Avenue, which extends from Upper James Street to the center of the neighbourhood. Single family residential development on deep lots is also found along most of the frontage along Upper Wellington Street and Stone Church Road, although there are some undeveloped portions.

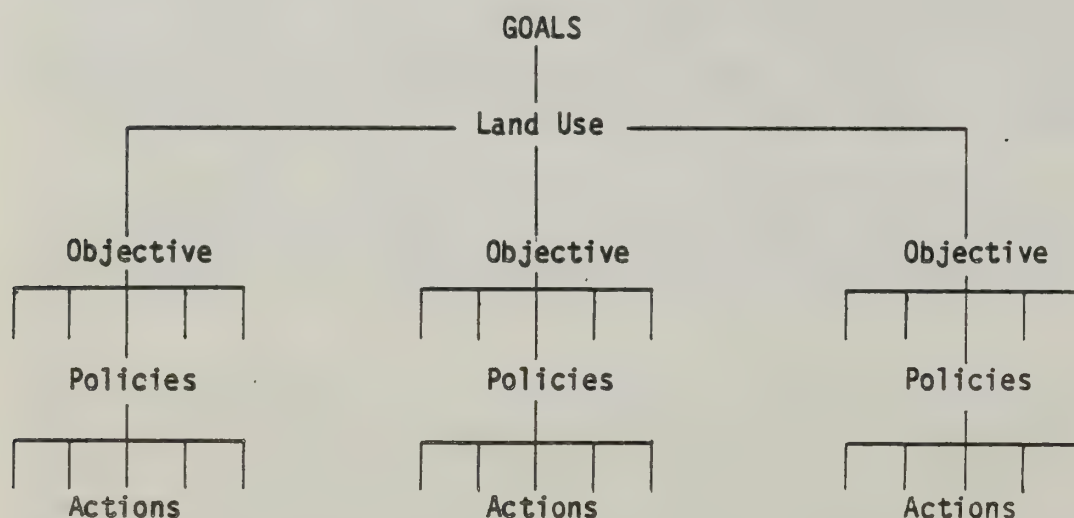
The interior of the neighbourhood is mainly agricultural and vacant land at present, with the exception of small woodlots and areas of scrub.

VI NEIGHBOURHOOD PLAN

The Jerome Neighbourhood Plan is a guide for the future development within the area, which builds on the framework provided by the City of Hamilton Official Plan and other planning policies.

The Plan includes:

- 1) A map of the land use pattern and the street pattern; and
- 2) A set of written policies which translate broad goals and objectives into specific policies and practical actions. The hierarchy of policy types is shown in the figure below.



The goals represent the broad overall aims for the Neighbourhood. The objectives are more specific focussing on the aims for each land use. The policies are the governing principles through which the objectives may be achieved. Finally, the actions refer to particular initiatives which the City and/or other agencies must undertake to implement the established objectives and policies.

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A) Goals

There are three major goals which the Jerome Neighbourhood Plan attempts to achieve, namely:

- 1) neighbourhood self-sufficiency;
- 2) efficient and attractive design; and,
- 3) a viable commercial area on Upper James Street.

The neighbourhood will provide for the needs of its residents, as much as possible within a primarily residential area. The Plan contains a broad range of land use designations, to help ensure that community services such as schools, parks and neighbourhood retail and personal services are provided.

The neighbourhood will be developed in an efficient and attractive manner. Energy efficient design to allow use of passive solar heating, consideration of cost effectiveness, convenience and safety have been considered in the design of the road pattern and lot layout as much as possible given constraints such as existing development. The neighbourhood will be developed to be visually attractive and the unique character of the area will be highlighted.

The Upper James Street corridor will be developed in a manner which recognizes its role as an important entrance into the city, and as a viable commercial area. Commercial uses will be encouraged here which do not duplicate concentrations of other commercial types found in the surrounding area, such as the highway commercial area further north on Upper James Street. Urban design guidelines, contained in Appendix "B" of this report, have been prepared to help ensure an orderly and attractive streetscape for this corridor, to implement the proposed pattern of commercial types.

B) Objectives, Policies and Actions

1. RESIDENTIAL

Objective 1 - Provision of a Variety of Housing Types

The Jerome Neighbourhood should provide a variety of housing, of different types, densities, and in different price ranges. These housing types should be in keeping with the basically suburban character of this area on the South Mountain.

Policies

- 1) Future residential development in the Jerome Neighbourhood will include a variety of densities, within the low and medium density categories.
- 2) These different residential density types will be arranged throughout the neighbourhood so as to minimize land use conflicts and through traffic. For example:
 - single and double housing will be located principally in the interior of the neighbourhood, and adjacent to abutting low density areas.
 - medium density uses will be located along arterial roads, at the edges of the neighbourhood.
- 3) Housing developments will be encouraged which provide a variety of housing types, including the following:
 - single family homes on large and medium sized lots;
 - semi-detached homes;
 - townhouses, possibly including both row and street townhouses. These may be either for purchase or for rental;
 - low density apartments; and,
 - medium density apartments.

- 4) Housing within a variety of price ranges will be encouraged. In addition to open market units, consideration will be given to the provision of assisted housing units with Jerome.
- 5) Residential lots will be developed in a variety of sizes. Consideration will be given to developing larger lots in the interior of the neighbourhood, which is an attractive location in terms of privacy and quietness. In some of the areas where large lots have already been established, these will be maintained.

Actions

- 1) City Council will direct the Planning Department to designate areas within the Jerome Neighbourhood for a variety of residential densities, by means of the Neighbourhood Plan. These will include densities of between six and 40 units per gross acre, to accommodate development ranging from single family homes to medium density apartments.
- 2) City Council will direct the Planning Department to use appropriate criteria in determining the location and design of residential uses of different densities. For example:
 - attached housing and other medium density uses will be located only adjacent to arterial roads, or on collector roads close to arterials.
 - the number of vehicular access points to medium density developments will be limited, and will be connected into the road network with regard to the safe and efficient operation of the roadways.
- 3) City Council, by means of the Planning Department will utilize the zoning by-law requirements, the subdivision approval process and site plan control to help ensure that all residential developments are appropriately designed. This will include such considerations as setbacks, lot size, servicing requirements, access, landscaping, buffering, etc. Site plan control is applicable for all residential development except for single family and two family dwellings.
- 4) City Council, by means of the Planning Department, the Municipal Non-Profit Housing Corporation and liaison with private non-profit housing groups, will investigate the potential of using medium density residential sites in Jerome for the provision of assisted housing.
- 5) City Council, by means of the Planning Department, will encourage developers to submit plans of subdivision which provide a housing mix which implements the neighbourhood plan designations, and which provides a variety of housing types, price ranges and lot sizes. The existing large lots along Chipman Avenue are proposed to be retained.

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Objective 2 - Compatibility of Residential Environment

The residential development in the Jerome Neighbourhood should be planned and designed so as to be compatible with the surrounding environment, including existing and planned residential, commercial, transportation and other uses.

Policies

- 1) New residential development will be compatible with adjacent residential and commercial development, in terms of density, height, lot size and shadow effects. Compatibility will be especially important adjacent to existing residential areas, and new commercial uses.
- 2) New residential development located adjacent to the proposed Mountain Freeway will be protected from excessive traffic noise.
- 3) Employment uses which are compatible with residential areas, such as home occupations, will be considered for inclusion in the residential areas of Jerome.

Actions

- 1) City Council, by means of the Planning Department, will ensure the compatibility of new residential development. This will be done through the processes of subdivision approval and site plan control. Urban design guidelines for the Upper James Street corridor will also be used to help ensure compatibility at the interface of the commercial and residential areas, by means of buffering features such as landscaped strips.
- 2) City Council will request the Engineering and Planning Departments to implement the appropriate noise-buffering features for properties abutting the proposed Mountain Freeway on the northern edge of the Jerome Neighbourhood, by means of such processes as subdivision approval. A 15.24 m (50 ft) noise berm easement on all residential lands adjacent to the Freeway and the ramps will continue to be required as a condition of development approval. The first row of residential lots adjacent to the freeway will be a maximum of 150 ft. in depth.
- 3) The City, by means of the Planning Department, will evaluate proposals for employment uses such as home occupations on an individual basis. Only uses which do not detract from the predominantly residential character of the neighbourhood will be permitted.

Objective 3 - Utilization of Passive Solar Energy

Residential development should be designed so as to maximize the use of passive solar energy, by utilizing natural features such as topography and solar exposure.

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Policies

- 1) Buildings will be encouraged to have a southern orientation in order to maximize the energy received from solar radiation.
- 2) New buildings should be situated to minimize shadow impacts on adjacent dwelling units.
- 3) Subdivision plans which utilize existing and proposed vegetation, topography and microclimate to their advantage will be encouraged.

Actions

- 1) The City will design the internal road pattern of the Neighbourhood based on topographic analysis, to maximize cost effectiveness, in accordance with accepted geometric design standards. New roads will be oriented in an east-west direction, as much as possible, to maximize southern exposures.
- 2) The City will incorporate energy efficient planning as an integral part of residential subdivision plans and site plan agreements, where applicable. Both subdivision and site plans will include detailed designs for streets, lots, building location and orientation, shadow and wind effects, vegetation, solar access, and impacts on surrounding lots.
- 3) The City will encourage developers and home owners to plant deciduous trees on the south faces of buildings to promote shading in the summer and light access in the winter. Similarly, coniferous trees should be located on the north faces for cooling and heating purposes. Mature trees will be retained wherever possible.
- 4) The City will encourage developers to apply the research conducted by the Planning and Development Department on site design (e.g. orientation toward the sun and wind) for their site plans and building designs.
- 5) The City will encourage developers to minimize regrading and to take advantage of existing topography in their subdivision designs.
- 6) The City will request developers to redesign subdivision plans which are not cost efficient, in terms of fuel and solar energy savings, as determined from solar efficient design analysis.

Objective 4 - Use of Innovative Housing Design

A variety of new and innovative housing types and building lots will be investigated and encouraged, where appropriate. Housing will be encouraged which is efficient in terms of conservation of energy and optimal use of land. The ease of conversion to suit changing preferences in terms of housing size will also be considered.

Policies

Innovative housing types including "key-shaped" lots, small-lot and zero-lot line single family dwellings and earth-sheltered housing will be encouraged, to enable conservation of energy and land.

Actions

- 1) The City, in co-operation with interested developers and/or builders, will investigate cost-sharing arrangements with senior levels of government in order to construct one or more of the innovative housing types mentioned above.
- 2) The City will investigate modification of the existing zoning by-law requirements for individual residential developments where analysis shows sufficient cost effectiveness.

2. COMMERCIAL

Objective 1 - Upper James Street Commercial Area

The Upper James Street Corridor should be recognized as a special commercial area of city-wide significance. High standards for development design should be utilized, to reflect the importance of this area as one of the major entrances to the City. The commercial uses in this section should be planned to minimize duplication of commercial types provided in the surrounding area. Neighbourhood commercial areas to serve the needs of adjacent residents should also be provided.

Policies

- 1) A variety of appropriate types of commercial development will be provided along Upper James Street in the Jerome Neighbourhood, namely:

- Commercial - General
- Commercial and Apartments
- Neighbourhood Commercial

The location of these commercial types will be determined by existing policies and Official Plan amendments.

2. The design of commercial establishments will be co-ordinated and standardized to ensure that this area is both attractive and functional. Features such as uniform setbacks, front and rear landscaping, limited vehicular access, etc. will be incorporated as part of this uniform design, as described in Appendix "B".
3. The consolidation of properties designated for commercial use along Upper James Street will be encouraged, to allow for implementation of urban design guidelines. Consolidated development with lot widths of at least 30 m (100 feet) will be encouraged.
4. Driveways providing vehicular access to the commercial properties along Upper James Street will be limited in number, to minimize traffic conflicts. Adequate parking facilities will be provided to the front and/or rear of the commercial buildings, in accordance with the urban design guidelines included in Appendix "B".
5. Guidelines for the design of signs for commercial and related establishments along Upper James Street will be prepared in future, to help ensure some measure of uniformity and aesthetic design.
6. Existing commercial uses which differ in type from the proposed uses will be allowed to remain. The above policies will be used to guide new development.

Actions

- 1) City Council will direct the Planning Department to designate areas within the Jerome Neighbourhood for several different types of commercial uses, by means of the existing Official Plan and the proposed Neighbourhood Plan. The Planning Department will ensure that proposals for commercial development of various types are directed to appropriate areas in Jerome.
- 2) City Council will request Planning and other Departments to use the Urban Design Guidelines for Upper James Street, as contained in Appendix "B" of this report, in finalizing the design of new commercial developments in this corridor. By means of the rezoning and site plan approval processes, these guidelines will be used to help ensure that:
 - uniform building setbacks and front landscaping areas are achieved to provide an attractive streetscape;
 - adequate rear landscaping areas, yards and fences are provided as a buffer for adjacent residential uses; and,
 - vehicular access includes a limited number of front driveways, continuous front parking areas linked by a north-south laneway, as well as rear parking areas and laneways.

These guidelines will be subject to ongoing review, to ensure that they result on developments which are compatible with adjacent uses.

- 3) City Council, by means of the Planning Department, will encourage the developers of these commercial lands to submit proposals which are compatible with those of adjacent developers or property owners in terms of vehicular access points and continuous north-south laneways, architectural design of buildings, landscaping, etc.
- 4) The City, by means of the Planning Department, will encourage property owners to develop their commercial lands in conjunction with the lands of adjacent owners, to provide continuity of design. Lot widths of at least 30 m (100 ft.) will be encouraged. Consideration will be given to the reduction of this minimum width, in special cases where existing lots are very narrow, and consolidation is not possible.
- 5) City Council, by means of Planning and other Departments, will encourage the provision of as few as possible vehicular accesses from Upper James Street, to minimize traffic conflicts. A continuous north-south laneway or service road will be used to connect adjacent properties.
- 6) City Council will require the provision of adequate parking for all commercial establishments. In particular, applications for office uses, clubs, restaurants, entertainment facilities and recreational uses will be required to provide adequate parking, to meet the high parking needs of such uses.

- 7) City Council will request the Planning Department to prepare guidelines for the design of signs for commercial and related establishments along Upper James Street, at a future date. This analysis would help fulfill the objectives of the Official Plan Amendment for the area, namely to provide guidelines to enhance the visual amenity of the entire southern Upper James Street frontage. These guidelines may include consideration of such specifications as height, size, setback and materials, to help ensure aesthetic design.

Objective 2 - Specific Types of Commercial Areas

The commercial areas within Jerome will include three specific types of commercial uses, to meet the various needs of city-wide and neighbourhood residents.

Policies

- 1) General Commercial uses will be developed within the northern section of the Upper James Street Corridor (from the proposed Mountain Freeway to north of Chipman Avenue). These will include a broad range of commercial uses, with few restrictions, to complement the other types of existing highway commercial uses further to the north and the proposed commercial types to the south, namely commercial and apartment, and neighbourhood commercial uses.
- 2) Commercial and Apartment uses will be developed within the southern section of the Upper James Street Corridor from south of Chipman Avenue to Stone Church Road. These will include developments with first floor commercial establishments, including retail and other general commercial uses. The developments will be strongly encouraged to include two to four storeys of residential apartments on the upper floors. This will help increase the supply of needed rental accommodation, as well as complementing other commercial types. The provision of adequate parking will be an important requirement in this area.
- 3) Neighbourhood Commercial uses will be developed within the center of the Upper James Street frontage, on the north and south sides of Chipman Avenue. These uses will include convenience commercial stores, personal services and professional offices to serve the needs of residents of the adjacent neighbourhoods. Highway commercial uses will not be permitted, and neither will commercial uses such as billiard halls, taverns, arcades, etc.
- 4) Existing commercial uses within Jerome will be permitted to remain, and the above policies will be used to guide any proposals for new development.

Actions

- 1) City Council, by means of the Planning Department, will use these three commercial designations to guide the development of this area. Applications for rezoning will be evaluated on the basis of their compatibility with these designations, in terms of the land use type and the design.
- 2) City Council, by means of the Planning Department and Traffic Department, will use the Urban Design Guidelines contained in Appendix "B" of this report to guide the design of these commercial areas. Individual specifications are provided for each of these areas, in terms of building setbacks, landscaping, parking, vehicular access and circulation, etc. The proposed design of such developments will be reviewed at the site plan approval stage to ensure their safety and efficiency, and compatibility with adjacent uses.

3. CIVIC AND INSTITUTIONAL USES

Objective 1 - School Facilities

The provision of adequate, convenient school facilities is a major objective of the overall neighbourhood planning process. Schools should be centrally located within neighbourhoods, to ensure the safety of school children by minimizing walking distances and minimizing crossings of major arterial roads.

Policies

- 1) School sites and facilities will be provided in appropriate locations within the interior of the Jerome Neighbourhood.
- 2) School sites will be designed so as to be accessible by local roads on at least two sides, to ensure adequate access. These sites will also be similar in location and size to the existing properties owned by the public and separate school boards.
- 3) A mixture of types of school facilities will be provided, to serve both public and separate school students at different grade levels, as deemed necessary.
- 4) Consideration will be given to using the proposed school buildings to serve the wider needs of the community, such as for the provision of recreational or social programs during the evening hours.
- 5) The design of schools will consider the possibility of future changes in demand for school accommodation, or of land use changes. For example, the future use of these sites for conversion to residential and/or other compatible uses will be considered.

Actions

- 1) City Council, by means of the Planning Department, will designate sites for public and separate schools within the center of the Jerome Neighbourhood. These sites will be designed so as to be compatible with adjacent development, including the local road network and the location of residential properties and parkland. The two school sites are adjacent to each other and to the designated neighbourhood park, to enable the possible shared use of facilities.
- 2) City Council will encourage the Board of Education and the Separate School Board to develop school facilities on these sites which adequately meet the needs of the local student population, and which may also be used to provide facilities for the residents of the neighbourhood.

- 3) City Council will encourage the Department of Culture and Recreation and private agencies and associations, to consider the use of the proposed school buildings and lands to provide recreational or social programs.
- 4) City Council, by means of the Planning Department and the school boards, will ensure that the lands or any surplus portion of these lands proposed for school sites are redesignated and redeveloped for appropriate uses, should they not be required for schools.

Objective 2 - Religious Institutions

Religious institutions, including places of worship and associated facilities, provide important services to the community and should therefore be encouraged to locate in the Jerome Neighbourhood.

Policies

- 1) New places of worship will be developed in a manner compatible with surrounding uses. They will be located on the exterior of the neighbourhood, to have minimal impact on the nature of residential areas and on traffic volumes within the neighbourhood.
- 2) Place of worship and associated facilities will be encouraged to locate in appropriate areas of the Jerome Neighbourhood, namely:
 - on the northwest corner of Upper Wellington Street and Stone Church Road, in the Ryckmans Multi-Centre.
 - on the southwest corner of Upper James Street and Stone Church Road, in the Commercial and Apartments area.
- 3) Existing places of worship in adjacent neighbourhoods which have unique historical character will be preserved and enhanced by the nature of new development in Jerome.

Actions

- 1) The City will ensure that new places of worship are compatible with other existing and planned development, by such means as the neighbourhood plan.
- 2) The City will direct proposed new places of worship to locate in appropriate areas, by such means as the neighbourhood plan and the multi-centre plans.
- 3) The City will encourage the preservation and enhancement of the unique historical character of the Barton Stone United Church, located within the Mewburn Neighbourhood at the southwest corner of Upper James Street and Stone Church Road. The Urban Design Guidelines for Upper James Street will be used to incorporate an open landscaped area into the new commercial development on the other three corners of this intersection including the lands in the Jerome Neighbourhood.

4. PARKS, RECREATION AND OPEN SPACE

Objective - Development and Integration of Park Site

The proposed park within the Jerome Neighbourhood should be designed and developed to meet the needs of the neighbourhood residents. Pedestrian and bicycle links will be used to connect the park area with residential areas, and thus facilitate its' use.

Policies

- 1) A neighbourhood park will be developed in the northeast portion of the Jerome Neighbourhood, using the City-owned lands, to serve the recreational needs of the neighbourhood residents. The park will cover both the land fill site and wooded areas.
- 2) Additional park and recreational facilities for the use of neighbourhood residents will be encouraged on the proposed school sites.
- 3) Park and recreational facilities provided in Jerome will be co-ordinated with facilities within the surrounding neighbourhoods.
- 4) The proposed neighbourhood park and facilities on school sites should be linked by means of pedestrian and bicycle pathways with adjacent residential areas and other areas which generate park users, to ensure accessibility.

Actions

- 1) The City, by means of the Culture and Recreation Department and Public Works Department, will develop the neighbourhood park in the northeast portion of Jerome. This park will include appropriate recreational facilities for active and/or passive use.
- 2) The City will request the Hamilton Board of Education and the Separate School Board to consider community recreational use of their properties, such as after-school use of playing fields for community sports leagues.
- 3) The City, by means of the Culture and Recreation Department and Public Works Department, will encourage co-ordination of the recreational facilities provided at the proposed neighbourhood park, the school sites, and other nearby facilities, to minimize duplication and ensure that all needs are met.
- 4) The City will ensure that the recreational facilities in Jerome are connected by means of pedestrian and bicycle pathways with residential areas and other generators of park users.

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5. COMMUNITY SERVICES

Objective - Provision of Adequate Community Services

To provide for the needs of local residents, the provision of appropriate community services will be encouraged in the Jerome Neighbourhood. These facilities will be shared with adjacent neighbourhoods, where appropriate, depending on their nature and size.

Policies

- 1) High quality, convenient library services will be provided for residents of Jerome.
- 2) Adequate police, fire, ambulance and other community services will be provided to meet the needs of residents in Jerome.

Actions

- 1) The City will encourage the Library Board to monitor development in the neighbourhood to determine the need to expand their branch services and/or Bookmobile services.
- 2) The City will direct the appropriate departments and agencies to provide adequate police, fire, ambulance and other community services for this area.

6. TRANSPORTATION

Objective 1 - Safe and Efficient Roadway Design

The local road pattern within the Jerome Neighbourhood will be designed to enable the movement of vehicles in a safe and efficient manner. It will also enhance the character of this low density residential area, by minimizing entrances to the neighbourhood and discouraging through traffic. Roadways will also be designed to facilitate the use of passive solar energy.

Policies

- 1) The safety of roadway users will be of major importance in the design of the road pattern. This will include the inclusion of features such as appropriate geometric design, stop signs and traffic signals, as necessary.
- 2) The internal road pattern will include as few accesses to the arterial roads as necessary, to minimize intrusion into the neighbourhood. Local roads will be designed to consist of short curved road sections and cul-de-sacs, as much as possible, to further reduce the travel speed and volumes of through traffic.
- 3) The roadway system will be designed so as to permit the use of passive solar energy. Roads will be oriented in an east-west direction, as much as possible, so that the southern exposure is maximized for residential dwellings.

4)

Actions

- 1) The City, by means of the Engineering and Traffic Departments, will ensure that new roads in the neighbourhood are designed in a safe manner, considering relevant geometric design criteria. The installation of stop signs and traffic signals will be considered at such time as their installation will improve the traffic safety and overall capacity of intersections, within the framework of existing warrants.
- 2) Vehicular access from the interior of the neighbourhood to Upper Wellington Street will be restricted in the area immediately south of the proposed Mountain Freeway, due to the vertical realignment of Upper Wellington Street to provide a grade separation.
- 3) The City, by means of the Planning Department, will use the solar design techniques and contours in laying out the proposed road network.

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Objective 2 - Pedestrian and/or Bicycle Paths

Pedestrian and/or bicycle paths should be provided for the residents of Jerome to ensure adequate access between major pedestrian generators. Separate facilities for pedestrians and bicyclists will help ensure the safety of both groups in locations where these are warranted by demand.

Policy

- 1) Pedestrian and/or bicycle paths will be provided, connecting the neighbourhood park, school sites, and the recreational facilities in adjacent neighbourhoods. These will be incorporated into a pedestrian and/or bicycle system for the whole City. They will also provide links with adjacent residential areas, where required.

Action

- 1) The City will encourage the development of the pedestrian and/or bicycle paths through the processes of subdivision approval and site plan control. These paths, which will be provided on public lands, within the existing designated road allowance, will include separate facilities for pedestrians and bicyclists, to ensure the safety of each, where warranted by demand.
- 2) These paths will be determined by the Planning Department in conjunction with the Department of Culture and Recreation and the Bikeways Hamilton Committee, prior to the processing of subdivision plans, so that these paths may be incorporated.

Objective 3 - Public Transit

Convenient public transit service will be provided in a manner which adequately meets the changing needs of Jerome residents, to provide an alternative to the use of the private automobile.

Policy

- 1) Public transit routes will be maintained, extended and expanded as necessary to provide the residents of the Jerome neighbourhood with convenient bus service.

Actions

- 1) The City will encourage the Hamilton Street Railway, in accordance with their existing service objectives, to provide adequate route service, to locate bus stops in convenient and accessible areas and to provide shelters and/or benches at most bus stops.
- 2) The proposed locations of future bus stops, as identified by the H.S.R., will be implemented and revised as necessary to accommodate future development.

7. VEGETATION

Objective

The provision and retention of trees, shrubs and other vegetation should be encouraged to enhance the appearance of the Jerome Neighbourhood, as well as increasing energy conservation.

Policies

- 1) The existing woodlots on the eastern and northern edges of the neighbourhood will be preserved as much as possible, by means of their inclusion in the proposed neighbourhood park, school sites and residential areas.
- 2) Borders of mature trees, such as these located adjacent to the Board of Education lands and in the southerly portion of the neighbourhood, will be retained wherever possible. These borders will be managed to act as visual boundaries and as buffers to control shade and wind in accordance with good tree management principles.
- 3) Mature trees along arterial roads will be retained wherever possible during development of the neighbourhood. This will include the mature trees along Stone Church Road and Upper Wellington Street.
- 4) The planting of new trees will be considered along arterial roadways or in other locations where it is not possible to retain existing vegetation during redevelopment.
- 5) Private property owners will be encouraged to design landscaping on their properties to maximize energy efficiency.
- 6) Trees in the neighbourhood will be preserved as much as possible, by means of their inclusion in appropriate designations, e.g. school, park, large lots; and by means of the design of medium density housing developments.

Actions

- 1) The City will retain mature trees and other desirable vegetation wherever possible by means of the subdivision and condominium approval processes and by means of site plan control. This will include woodlots and borders of mature trees, on public and private land.
- 2) The City by means of the Engineering Department will continue its present practice of preserving as much as possible the existing trees and vegetation during roadway improvement and widening, especially in the case of mature trees along Stone Church Road and Upper Wellington Street. This is in accordance with current roadway design practice.

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- 3) The City will encourage the planting of new trees and other vegetation, especially in locations where redevelopment causes gaps or deficiencies in existing vegetation, to help ensure the attractive appearance of the neighbourhood.
- 4) The City will provide information and assistance to private property owners in establishing energy-conserving vegetation in residential areas. For example, the planting of deciduous vegetation on the north side and coniferous vegetation on the south side of residences will be encouraged, to enhance passive solar heating.
- 5) The City will require a tree preservation plan as part of the subdivision process for areas designated for larger lots. Site plan approval will be used to maximize the benefit of existing trees for commercial and medium density residential uses.

8. URBAN DESIGN AND NEIGHBOURHOOD CHARACTER

Objective - Enhance Suburban and Gateway Functions

The appearance and character of the Jerome Neighbourhood will be enhanced to create an attractive suburban residential neighbourhood which has an abundance of vegetation. The commercial frontage along Upper James Street will be designed to provide an attractive streetscape appropriate to the City gateway function of this corridor.

Policies

- 1) The commercial development along Upper James Street will be designed with special attention to appearance, to reflect the importance of this area as one of the major entrances to Hamilton.
- 2) Special features will be introduced in the commercial area to provide an attractive and orderly streetscape in this area, such as the following:
 - a) Along the majority of the commercial frontage, uniform front building setbacks, twenty foot wide landscaping strips at both the front and rear boundaries of the area, proposed limitations on the size and location of business signs will be introduced by means of the Urban Design Guidelines.
 - b) The neighbourhood commercial area at Chipman Avenue will be designed to be attractive to pedestrians as well as motorists. Wide sidewalks will be provided at the front corners of Upper James Street, along with street furniture and lighting for pedestrians. Parking for automobiles will be provided at the rear.
 - c) At the northeast corner of the intersection of Upper James Street and Stone Church Road, an open space area will be designated in conjunction with the "Commercial and Apartments" uses. This will include building setbacks and landscaping to accentuate the historical Barton-Stone United Church on the southwest corner of the intersection.
- 3) The existing vegetation will be preserved as much as possible to retain some of the character of the existing development. Existing mature trees and other vegetation will be retained and enhanced, as noted in Section 7 of these policies. This will include woodlots and borders of mature trees. New landscaping will be introduced in the commercial areas, as noted in Section 2.
- 4) Older buildings which may be of interest because of their historic or architectural character will be preserved and enhanced. The Barton Stone United Church is the only building which has been identified as of historical interest which has implications for the Jerome Neighbourhood.

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Actions

- 1) The City, by means of the Planning Department, will encourage the development of the commercial area along Upper James Street in accordance with the policies in Section 2. and the Urban Design Guidelines in Appendix "B" of this report, to help ensure the attractive appearance of this area.
- 2) The City, by means of the Engineering and Planning Departments, will if possible, design roads and developments which preserve and enhance existing trees and vegetation.
- 3) The City, by means of the Planning Department and LACAC, will evaluate any applications for redevelopment in terms of their impact on buildings of heritage value. The Barton Stone United Church will be accentuated by the creation of a landscaped area on the remaining three corners of the intersection of Upper James Street and Stone Church Road. This landscaping will be designed so that it will not reduce the visibility for motorists at this intersection. In particular, the required daylight triangles will be provided on the corners for turning traffic. This will likely result in the landscaping features being provided on private property.

9. INFRASTRUCTURE

Objective

Municipal services such as sewers will be provided to the Jerome Neighbourhood, in keeping with the existing standards for new development in the City.

Policies

- 1) Full municipal services, including storm and sanitary services and an adequate water supply, will be provided to serve the residents of the Neighbourhood.
- 2) Future development will be permitted only on the basis of full municipal services.
- 3) Isolated developments will be discouraged in the future development of the neighbourhood.

Actions

- 1) The City will request the Regional Engineering Department to provide full municipal services sufficient to meet the needs of neighbourhood residents, in accordance with their current budget and time frame.
- 2) The City will request that the Regional Engineering Department periodically assess the need for the future extension of municipal services within the Neighbourhood, if applicable, to discourage isolated developments.
- 3) The City will not support future development in the Jerome Neighbourhood on the basis of temporary services.

II ADMINISTRATIVE PROVISIONS

The Neighbourhood Plan is a policy of City Council but is not incorporated into the Official Plan. The Plan is intended to be flexible. It is expected that there will be changes from time to time in response to new circumstances. However, changes should reflect the general goals of the Plan. Very minor alterations in land use and boundaries will not require a Neighbourhood Plan Amendment. However, other changes will need Council approval and full participation of those affected.

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APPENDICES

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APPENDIX "A"

AMENDMENT NO. 28 TO THE
CITY OF HAMILTON OFFICIAL PLAN

The following text, together with the attached Schedules "A" and "B" hereto, constitutes Amendment No. 28.

PURPOSE

The purpose of this Amendment is to:

- o recognize Upper James Street (from the East-West and North-South Transportation Facility to the City Limits) as a major highway-oriented commercial area;
- provide for a diversity of retail and service uses catering not only to the travelling public, but to the daily needs of the adjacent Neighbourhoods; and,
- provide the basis for more detailed planning through Neighbourhood Plans and design guidelines to ensure a co-ordinated approach to development, and minimize conflicts between the Commercial uses on Upper James Street and the Residential uses within the Neighbourhoods.

LOCATION

This Amendment applies to lands fronting on Upper James Street from the East-West and North-South Transportation Facility to the City limits, and fronting on Rymal Road in the vicinity of Upper James Street.

BASIS

Official Plan Amendment No. 22 effectively deletes the Staging policies of the Official Plan to provide for the immediate development of the southwest sector of the City, subject to the availability of municipal services. Accordingly, in conjunction with this Amendment, a detailed study was undertaken to identify the appropriate land use pattern and implementation scheme for the Upper James Street corridor. The study resulted in a land use concept which requires certain changes to the Official Plan prior to its realization.

ACTUAL CHANGES

- (1) Schedule "A" of the Official Plan (Land Use Concept), as amended, will be further amended as shown on the attached map being Schedule "A" to this Amendment.

(2) The following be added to Schedule "B" - Special Policy Areas:

- o "Special Policy Area 31, 31a, 31b and 31c;" and,
- o "Area 31, 31a, 31b and 31c, refer to Policy A.2.9.3.26" in the legend.

(3) The following new policy be added to Subsection A.2.9.3 - Other Policy Areas;

A.2.9.3.26 In keeping with the provisions of Subsection 2.2 - Commercial Uses, for those lands shown on Schedule "B" as SPECIAL POLICY AREA 31, (which includes 31a, 31b and 31c), and designated "Commercial" on Schedule "A" the following will apply:

- (i) The Upper James Street frontage is recognized as a highway-oriented Commercial area which will include a diversity of retail and service uses catering not only to the travelling public, but to the daily needs of the adjacent neighbourhoods;
- ii) In keeping with Clause (i) above, three sub-areas are identified to provide the following uses within the Special Policy Area:
 - a) in Area "31a" mixed Commercial/Residential uses will be permitted from south of Chipman Avenue/Blossom Lane to Stone Church Road (excluding the car dealership). Such uses will be developed at a height, scale and intensity compatible with the nature of the commercial development along Upper James Street and the existing and anticipated Residential uses in the interior of the Neighbourhoods. The provisions regarding amenity, parking and other similar criteria for mixed Commercial/Residential uses, as provided in Policy A.2.2.36 will apply in the development of these uses.
 - b) in Area "31b", retail/warehouse uses will be permitted in keeping with Policies A.2.2.16 and A.2.2.18; and,
 - c) in Areas "31c", neighbourhood-based retail and service uses catering to the adjacent Residential areas will be permitted. However, in the case of the Area identified as "31c", located mid block between Stone Church Road and Rymal Road, in the vicinity of a mid-block collector (as may be determined through the Neighbourhood Plan), retail warehouse uses will also be permitted in addition to neighbourhood-based retail and service uses. Development of these Areas may take place east-west along the collector (as opposed to the Upper James Street frontage).

- iii) In accordance with Subsection D.2., the preparation of Neighbourhood Plans in this Area will consider the following:
 - a) the location of a mid-block Collector Road between Stone Church Road and Rymal Road;
 - b) the extent of Commercial, mixed Commercial/Residential uses, retail/warehouse uses and neighbourhood-based retail and service uses;
 - c) lot depth, lot frontages and building setbacks to effectively accommodate the appropriate on-site parking, circulation and ingress and egress;
 - d) the location of access points between adjacent uses and to the road;
 - e) utilizing shared access and/or parking facilities with adjacent developments; and,
 - f) utilizing service roads, cul-de-sacs or other appropriate means to reduce the number of individual access points.
- iv) Design guidelines will be prepared in conjunction with the Neighbourhood Plan to detail such matters as, but not limited to:
 - a) minimizing potential conflicts between the Commercial uses fronting on Upper James Street, and the Residential uses within the Neighbourhood, by establishing an appropriate buffer or transitional area which may include landscaping, berming and/or fencing;
 - b) providing guidelines to enhance the visual amenity of the Upper James Street frontage; and,
 - c) ensuring in Areas 31c compatibility with adjacent Residential uses, pedestrian access to and from the abutting Neighbourhoods and, continuous pedestrian linkage between commercial developments.
- v) To ensure a co-ordinated approach in the development of Special Policy Areas 31, 31a, 31b and 31c, and to enhance Upper James Street as a viable Commercial area, proponents of development or redevelopment will be encouraged to co-operate with adjacent property-owners regarding such matters as, access, parking, architectural quality and design, and landscaping.

1989 June 27

- vi) In accordance with Policy D.2.2, Multi-Centre uses will be permitted in the vicinity of Upper James Street and Stone Church Road. Accordingly, Multi-Centre uses such as, Institutional, recreational and medium density Residential uses will also be permitted in addition to Commercial uses.
- (4) Delete the Multi-Centre designation on Schedule "G" - Planning Units, in the vicinity of Stone Church Road and West 5th ~~Avenue~~ *Street*

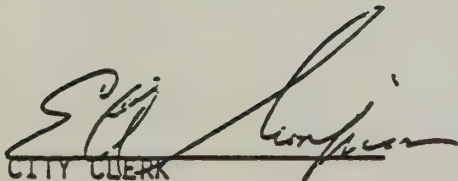
IMPLEMENTATION

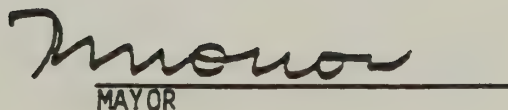
The provisions of Section "D" - Implementation as amended will apply to the implementation of this Amendment.

Bill No. C-116

This is Schedule 1 to By-law No. 85 - 236, passed on the day of
October 29th A.D. 1985.

THE CORPORATION OF THE
CITY OF HAMILTON


CITY CLERK


MAYOR

APPENDIX "B"URBAN DESIGN GUIDELINESUPPER JAMES STREET CORRIDOR(JEROME SECTION)

Upper James Street is one of the major entrances to the City, as well as a developing commercial area. A variety of commercial uses will be encouraged, to serve the needs of local residents and the whole City.

Urban Design Guidelines have been prepared to help co-ordinate the future development of this area. These will help ensure that aspects such as the location of landscaping, access points, parking areas and building setbacks are adequate and uniform.

There are three types of commercial land use planned for this corridor, the design details of which are as follows:

1) Commercial - General

Location

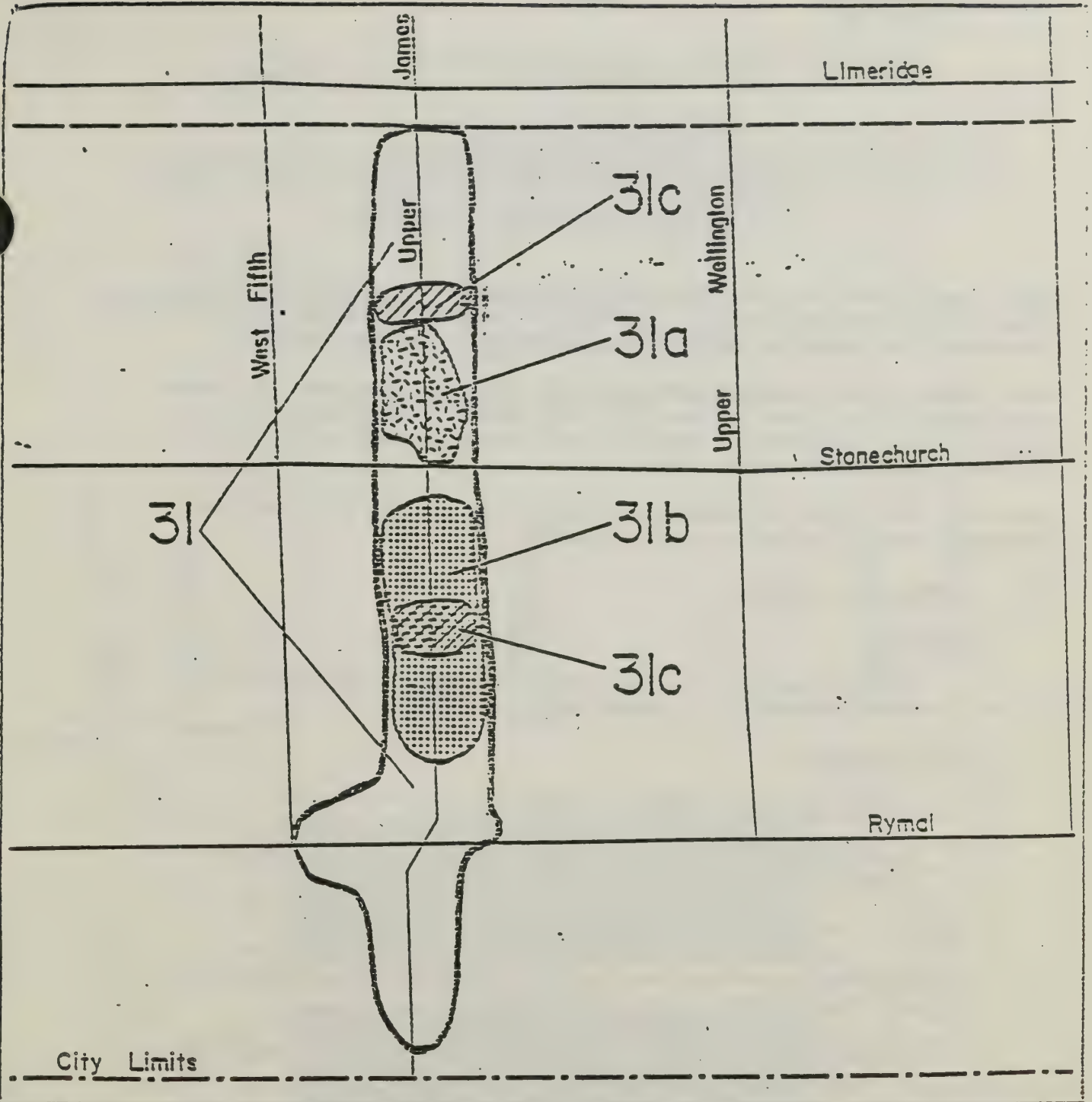
- Northern section of James Street frontage, from just north of Chipman Avenue to proposed Mountain Freeway.

Permitted Uses

- A wide range of commercial uses.
- Appropriate uses include retail, personal services, automotive service stations, etc.


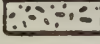


Design

- Landscaping strip along the front property line, 3 m (10 ft.) in depth.
- Front service road to rear of landscaping strip, 21 m (70 ft.) in depth, which will include:
 - two rows of parking spaces, on the east and west sides
 - a traffic laneway running north-south, between the parking spaces.
- Fronts of commercial buildings located 24 m (80 ft.) from the front property line, with variable building depth.
- Rear service road 21 m (70 ft.) wide, in same design as front service road, with two rows of parking spaces and traffic laneway.



HAMILTON OFFICIAL PLAN AMENDMENT No. 28 SCHEDULE B

LEGEND

-  Special Policy Area 31
-  Special Policy Area 31a
-  Special Policy Area 31b
-  Special Policy Area 31c

DRAFT

NORTH



SCALE

N.T.S.

DATE

FEB. 1985

APPENDIX "B"
URBAN DESIGN GUIDELINES
UPPER JAMES STREET CORRIDOR
(JEROME SECTION)

Upper James Street is one of the major entrances to the City, as well as a developing commercial area. A variety of commercial uses will be encouraged, to serve the needs of local residents and the whole City.

Urban Design Guidelines have been prepared to help co-ordinate the future development of this area. These will help ensure that aspects such as the location of landscaping, access points, parking areas and building setbacks are adequate and uniform.

There are three types of commercial land use planned for this corridor, the design details of which are as follows:

1) Commercial - General

Location

- Northern section of James Street frontage, from just north of Chipman Avenue to proposed Mountain Freeway.

Permitted Uses

- A wide range of commercial uses.
- Appropriate uses include retail, personal services, automotive service stations, etc.

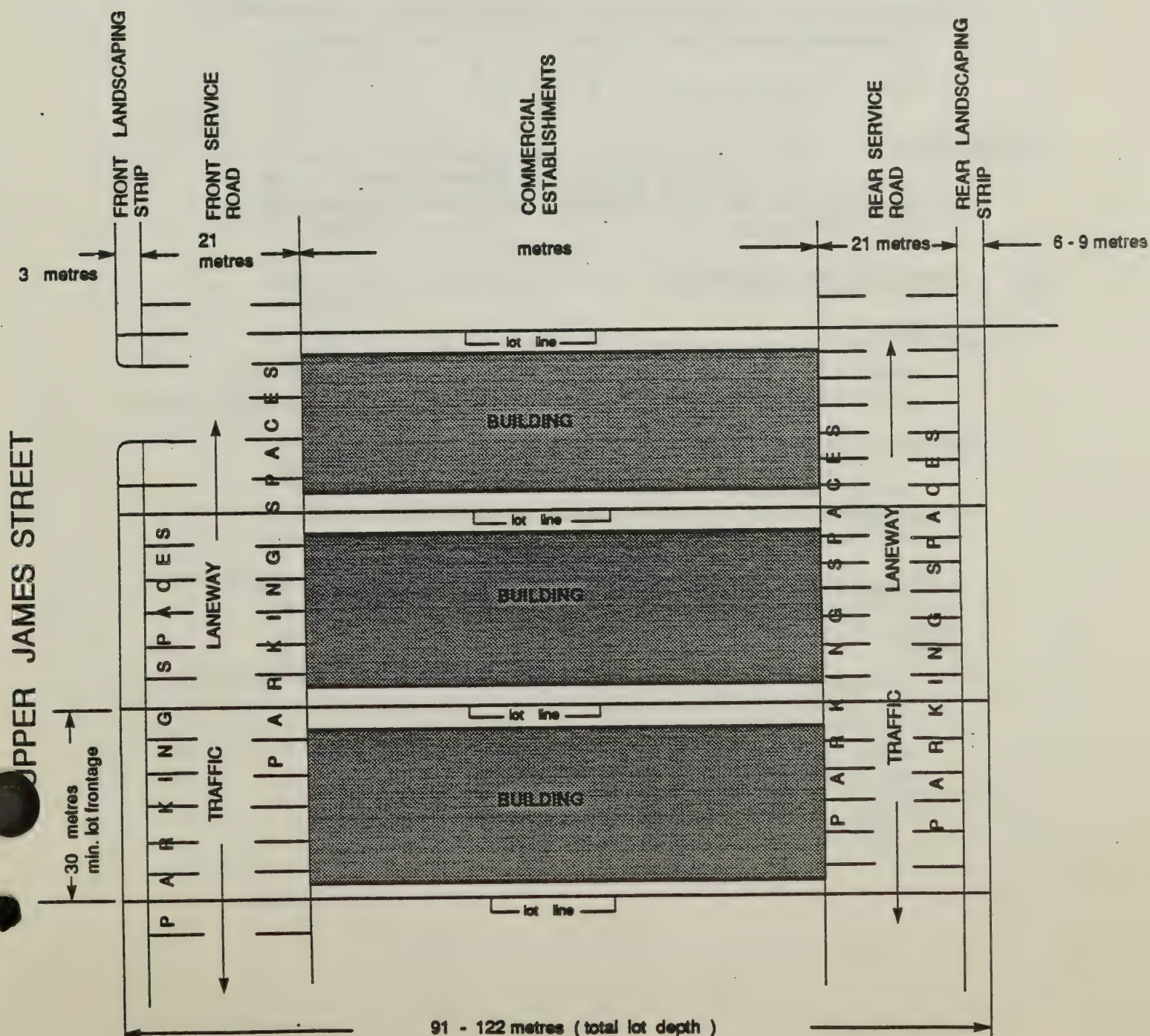
Design

- Landscaping strip along the front property line, 3 m (10 ft.) in depth.
- Front service road to rear of landscaping strip, 21 m (70 ft.) in depth, which will include:
 - two rows of parking spaces, on the east and west sides
 - a traffic laneway running north-south, between the parking spaces.
- Fronts of commercial buildings located 24 m (80 ft.) from the front property line, with variable building depth.
- Rear service road 21 m (70 ft.) wide, in same design as front service road, with two rows of parking spaces and traffic laneway.

URBAN DESIGN GUIDELINES for UPPER JAMES STREET CORRIDOR JEROME SECTION

Example of Commercial Area Design for :

- 1) Commercial - General
- 2) Commercial & Apartments



1989 June 27

- 2 -

- Rear landscaping strip 3 m (10 ft.) in depth, along rear property line. This landscaping will be provided by the commercial property owner.
- Maximum building height of up to 8 stories would be permitted to prevent shading of adjacent properties, but actual building heights might be 1 to 2 stories.

Lot Size

- Frontage of at least 30 m (100 ft.) along Upper James Street.
- Lots with less than this minimum frontage will be considered in special cases.
- Depth of approximately 114 m (380 ft.).

Special Features

- Northern limit of this area has a diagonal boundary, due to the configuration of interchange lands for the proposed Mountain Freeway.

2) Commercial and Apartments

Location

- Southern section of Upper James Street frontage, from just south of Chipman Avenue to Stone Church Road.

Permitted Uses

- Ground floor or first two floors for a broad range of commercial uses, including general commercial, retail, wholesale, warehouse, etc.
- Upper floors for residential apartments, rental or condominium.

Design

- Landscaping strip along the front property line, 3 m (10 ft.) in depth.
- Front service road to rear of landscaping strip, 21 m (70 ft.) in depth, which will include:

- two rows of parking spaces, on the east and west sides
- a traffic laneway running north-south, between the parking spaces
- Fronts of commercial buildings located 24 m (80 ft.) from the front property line, with variable building depth.
- Rear service road 21 m (70 ft.) wide, in same design as front service road, with two rows of parking spaces and traffic laneway.
- Rear landscaping strip 3 m (10 ft.) in depth, along rear property line.
- Maximum building height of up to 8 stories would be permitted to prevent shading of adjacent properties, but actual building heights might be 1 to 2 stories.

Lot Size

- Frontage of at least 30 m (100 ft.) along Upper James Street.
- Lots with less than this minimum frontage will be considered in special cases.
- Depth of at least 96 m (320 ft.) in section north of sewer easement.
- Lot depth of 90 m (300 ft.) in section south of sewer easement.

Special Features

- Vehicular access to this area will be by means of a limited number of driveways.
- Front and rear service roads will be linked between adjacent properties.
- A special open space area will form part of the required landscaping on the three corners of Upper James Street and Stone Church Road, which are adjacent to the Barton Stone United Church.
 - The permitted uses for this special area will include open space, landscaping features, and possibly well-screened parking.
 - The purpose is to preserve and enhance the appearance of the Barton Stone United Church, which is an attractive, historical building, and landmark located on the south west corner of the intersection.

- 4 -

- This open space area will be approximately 30m (100 ft.) deep by 30m (100 ft.) wide, on each corner of the intersection. Proposals with less than this amount of area will be reviewed on the basis of their ability to provide an attractive landscaped area.

3) Neighbourhood Commercial

Location

- Halfway between proposed Mountain Freeway and Limeridge Road, on north and south sides of Chipman Avenue.

Permitted Uses

- Retail and service uses for the adjacent neighbourhood, such as convenience stores, personal services, professional offices.
- Non-highway commercial uses.
- Commercial and apartments mixed use may be considered, but such uses should be directed if possible to the designated "Commercial and Apartments" lands just to the south.

Design

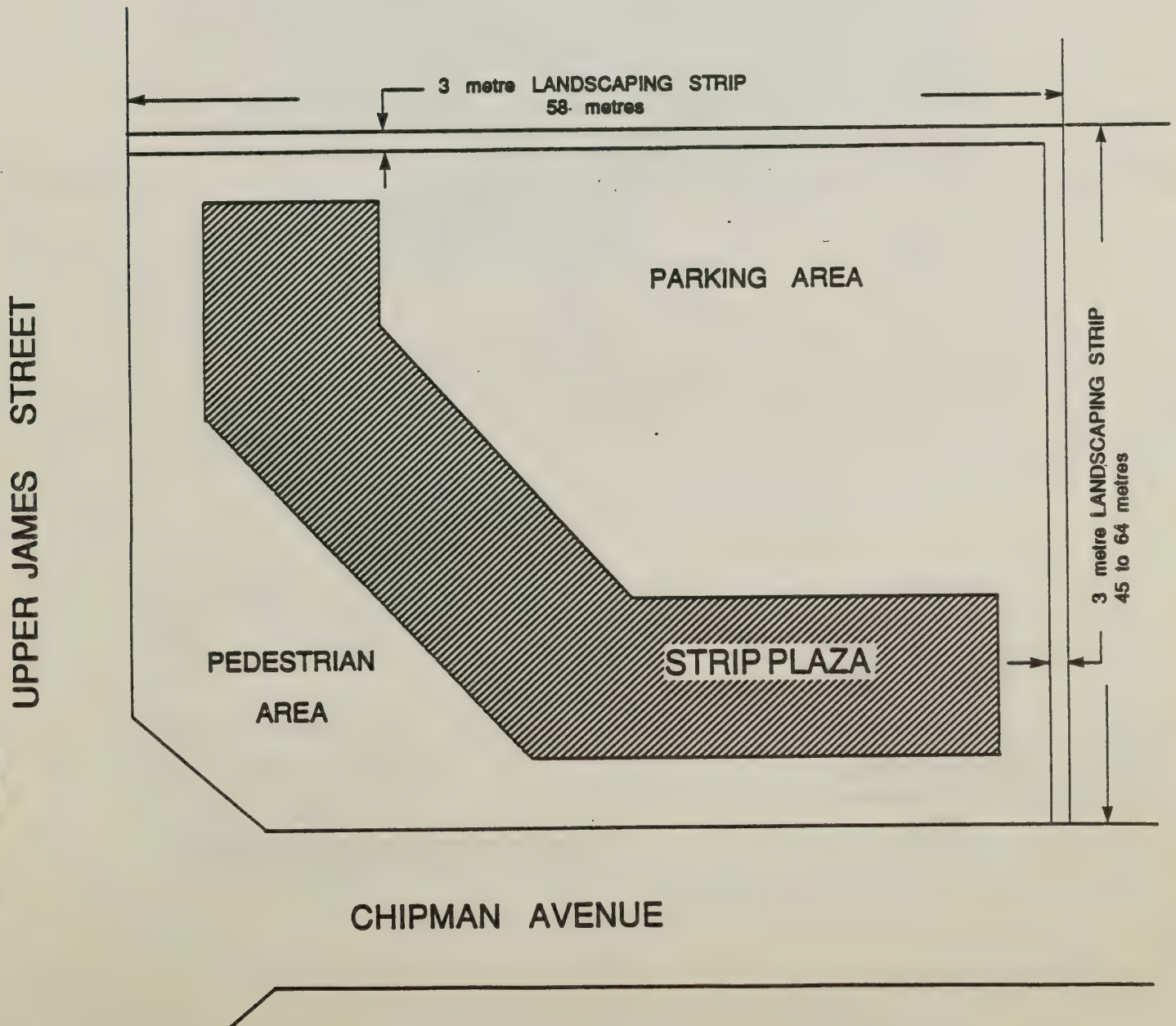
- Angular strip plazas, with frontage on both Upper James Street and Chipman Avenue.
- A triangular open area reserved for pedestrians on the front corners, approximately 310 sq. m (11,000 sq. ft.) in size on each corner.
- Parking area located to the rear of the plazas.
- Maximum building height of 3 to 4 stories, if residential apartments included on upper floors.

Area Size

- Entire area to be developed as a whole or in large parcels, to help ensure that the desired design can be implemented.
- Frontage of 90 m (300 ft.) on Upper James Street.
- Depth of 74 m to 96 m (250 to 320 ft.) along Chipman Avenue.

URBAN DESIGN GUIDELINES for UPPER JAMES STREET CORRIDOR JEROME SECTION

Example of Commercial Area Design for :
3) Neighbourhood Commercial

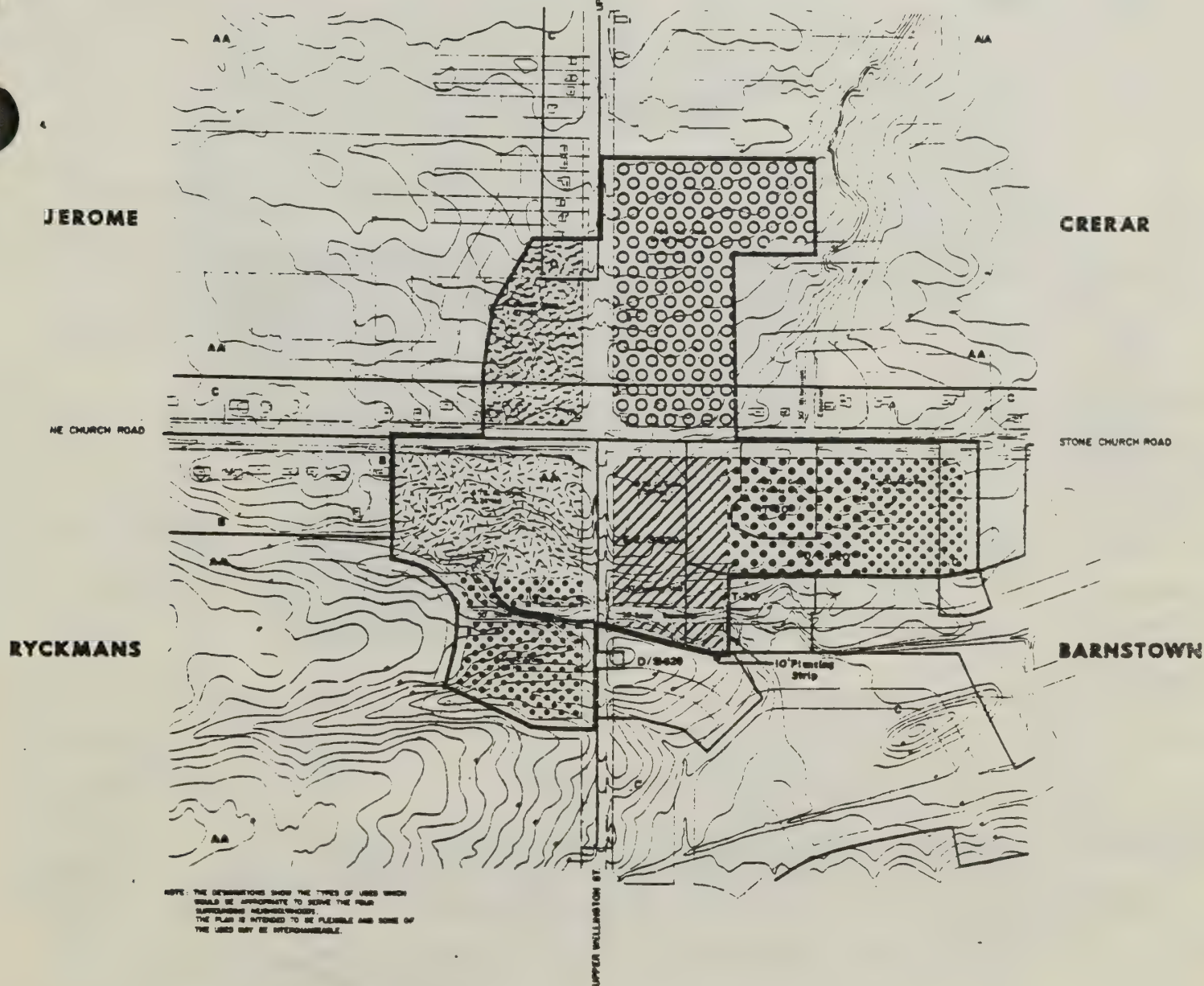


Special Features

- Small town atmosphere, appealing to local residents and pedestrian traffic.
- Street furniture to be provided in front open area, including benches, attractive lighting, as well as landscaping.
- North of Chipman Avenue, designated area has frontage of 63 m (210 ft.) along Upper James Street, and frontage of 74 m (250 ft.) along Chipman Avenue.
- South of Chipman Avenue, designated area has frontage of 45 m (150 ft.) along Upper James Street, and frontage of 96 m (320 ft.) along Chipman Avenue.

RYCKMANS MULTI-CENTRE APPROVED PLAN

1989 June 27



LEGEND

- RESIDENTIAL : ATTACHED HOUSING
- MEDIUM DENSITY APARTMENTS
- COMMERCIAL
- CIVIC & INSTITUTIONAL
- INSTITUTIONAL & RECREATIONAL
- INSTITUTIONAL & SPECIAL HOUSING
- EXISTING ZONING

NOTE : ATTACHED IS A DETAILED LIST OUTLINING SUGGESTED LAND USES

MULTICENTRE BOUNDARY

Approvals

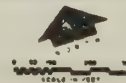
Planning Comm JULY 22/81 Council JULY 28/81

THE REGIONAL MUNICIPALITY OF HAMILTON - WESTWIND
PLANNING AND DEVELOPMENT DEPARTMENT
CITY OF HAMILTON

RYCKMANS

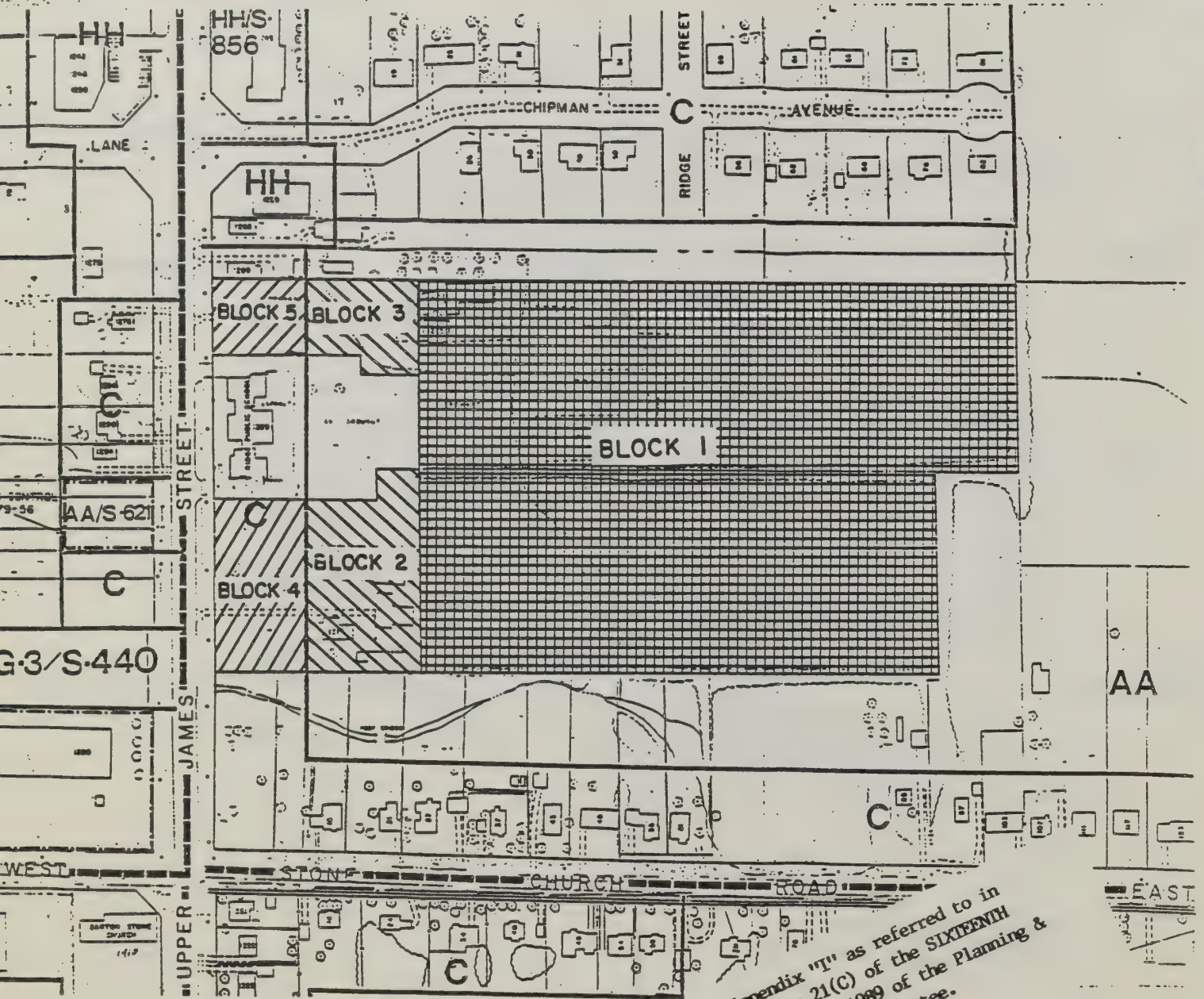
MULTICENTRE

APPROVED PLAN



JANUARY, 1991

1989 June 27



LEGEND

PROPOSED CHANGE IN ZONING FROM :



"AA"(AGRICULTURAL)DISTRICT TO "C"(URBAN PROTECTED RESIDENTIAL,ETC.)DISTRICT.



"AA"(AGRICULTURAL)DISTRICT TO "CR-1"(COMMERCIAL-RESIDENTIAL)DISTRICT,MODIFIED



"C"(URBAN PROTECTED RESIDENTIAL,ETC.)DISTRICT TO "CR-1"(COMMERCIAL-RESIDENTIAL)DISTRICT,MODIFIED.



1989 June 27

REPORT OF THE LEGISLATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Legislation Committee presents its TENTH Report for 1989 and respectfully recommends:

1. That the Animal Control Sub-Committee **not** be requested to investigate the feasibility of recommending the enactment of a By-law to Licence Cats in the City of Hamilton and for the Collection of Fees.

NOTE: The above matter dealing with the enactment of a By-law to Licence Cats was lost on a tie vote of the Legislation Committee and in accordance with established policy is now being submitted to City Council for its consideration and disposition.

- * 2. (a) That By-law No. 78-130, as amended by By-law No. 87-18, Schedule 7, Sub-section 4, be further amended so as to permit a late evening bingo where the total prize value of all games played does not exceed \$3 500 during the time period between 9:00 p.m. to 1:00 a.m.
- (b) That, notwithstanding the overlap of time periods between an evening bingo which is 6:00 p.m. to 10:00 p.m., there shall remain a one-half hour time period between the two bingo events.
- (c) That the City Solicitor be authorized to prepare the necessary amending By-law.

* Section 2 referred back

1989 June 27

- * 3. That the Liquor Licence Board of Ontario be advised that the City of Hamilton has no objection to the issuance of a Special Occasion Permit to the St. Mary's Portuguese Church on the occasion of their annual festivals in honour of "Our Lady of the Angels" 1989 August 11 to August 13 and in honour of Santa Cecicilia 1989 August 19 and August 20 outside at St. Mary's School playground and at Sts. Cyryl and Methodius Church Parking lot, conditional upon the following:

"That musical entertainment be discontinued at 11:00 o'clock p.m. and further that all noise regulations and restrictions be strictly observed and adhered to following 11:00 o'clock p.m."

4. That the Canadian Polish Congress be permitted to form up a parade in the City Hall forecourt on Sunday, 1989 September 03 at 1:30 o'clock p.m.

NOTE: Polish Veterans are parading for the 50th Anniversary of the Declaration of War by Great Britain and France and will pay tribute to their comrades who fell in the defence of freedom and independence.

5. That the request of the Hamilton and District Labour Council for permission to fly the C.L.C. flag at City Hall from Labour Day, Monday, 1989 September 04 to 1989 September 09, be approved.
6. That permission be granted to the request of Theatre Aquarius to display a model of their new theatre facility on the second floor of City Hall during the month of November 1989 to coincide with the public launch of the Capital Campaign to raise private sector funds towards the new building.
7. That the Hamilton Branch of the Royal Scottish Country Dance Society be granted permission to use the City Hall forecourt on Saturday, 1989 August 05 to demonstrate Scottish Country Dancing.

* Recorded vote, see page 884

1989 June 27

8. That the following resolutions, be endorsed.

(a) Township of South Crosby

WHEREAS Municipalities are limited in their ability to raise funds to support the increasing number of Provincial responsibilities that have to be provided in whole or in part by property taxpayers;

AND WHEREAS there has been no increases in the unconditional grants paid to Municipalities in 1989;

THEREFORE BE IT RESOLVED that the Township of South Crosby petition the Government of the Province of Ontario to increase funds by 5% for the Unconditional Grant Program for 1989;

AND FURTHER BE IT RESOLVED that the Province of Ontario explore new sources of funding for Municipalities;

AND THAT copies of this Resolution be forwarded to the Premier of the Province of Ontario and the Association of Municipalities of Ontario.

(b) City of Guelph

That Mr. J. V. Raymond Cyr, President and Chief Executive Officer, Bell Canada Enterprises Inc., be requested to initiate a program to develop telephone directories which can be readily recycled; and that such initiative be developed in conjunction with the appropriate representatives of Provincial and Municipal recycling programs and of those industries directly involved in the processing and marketing of used paper fibre;

And that this resolution be circulated to all municipalities in the Province of Ontario with a request that the resolution be endorsed and that such endorsement be forwarded to Bell Canada Enterprises Inc. at Executive Offices, 2000 McGill College Avenue, Suite 2100, Montreal, Quebec H3A 3H7, with a copy of such endorsement being returned to the City Clerk of the City of Guelph;

1989 June 27

And that a copy of this resolution be forwarded for information to:

- Honourable Lucien Bouchard, Federal Minister of the Environment
- Honourable Jim Bradley, Ontario Minister of the Environment
- Honourable Bill Winegard, Federal Minister of State (Science and Technology)
- Mr. Rick Ferraro, M.P.P. Guelph
- Secretary General, Canadian Radio-Television and Telecommunications Commission
- Association of Municipalities of Ontario

9. Members of City Council are advised that the Legislation Committee at its meeting held 1989 June 19 struck a special Sub-committee comprised of Alderman F. Lombardo, Alderman H. Merling and Alderman B. Hinkley to review that section of the Licencing By-law dealing with Handbill Distributors with the view to recommending a minor change to clarify the obligation to deposit handbills in the householders mailboxes rather than placing flyers on verandas. The Sub-Committee will also be investigating the impact of "Super MailBoxes" on the legislation to regulate and control Handbill Distributors.
10. That approval be given to the action of the Legislation Committee in providing a civic reception to the performers, dignitaries and special guests of the 15th Annual Hamilton International Airshow, AEROHERITAGE '89 which was held at the Hamilton Civic Airport, Saturday, 1989 June 17 and Sunday, 1989 June 18 at a cost not to exceed \$6 000 and that this expenditure be funded from Account No. CH55314 84010, Special Receptions and Dignitaries Hosting.
11. That approval be given to the action of the Legislation Committee in authorizing and directing the Manager, Property Maintenance Division to erect a reviewing stand and all other pertinencies in front of City Hall on Saturday, 1989 May 27 on the occasion of the Annual Boy Scouts of Canada Parade and that the cost of providing this service in the amount of approximately \$600 be charged to Account No. CH55222 10034, Use of City Hall Facilities by Outside Groups.

1989 June 27

- *12. That approval be given to the action of the Legislation Committee in purchasing an ad in a special supplement of the Hamilton Spectator in honour of the official opening of the new Hamilton Civic Hospital Division and that the cost of this advertisement in the amount of \$1 300 be financed from Account No. CH56302 1200, Advertising, City Clerk.

Respectfully Submitted,

ALDERMAN V. J. AGRO, CHAIRMAN
LEGISLATION COMMITTEE

John Thompson, Secretary
1989 June 19

mjw

* Recorded vote, see page 884

1989 June 27

REPORT OF THE PERSONNEL COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Personnel Committee presents its **TENTH** Report for 1989 and respectfully recommends:

1. That a purchase order **BE ISSUED** to Anchor Textiles, Toronto, for the supply and delivery of Fatigue Uniforms for the Hamilton Fire Department, as and when required during 1989, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender as follows:

Short Sleeve Shirts	\$ 9.30 each
Uniform Trousers	13.25 "
Unlined Uniform Jackets	21.00 "

Provincial Sales Tax extra at 8%

NOTE: Lowest of five (5) tenders received. Funds provided in Uniforms, Clothing, etc. Account #CH56104 48001.

2. That a purchase order **BE ISSUED** to Steel City Chrysler, Hamilton, in the amount of \$10,420.92 for the purchase of One (1) 1989 Four Door Sedan, Hamilton Fire Department, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of seven (7) tenders received. Funds provided in Automotive Equipment-Vehicles Account #CH58002 48015.

3. That the salary classification for the following non-union position in the Public Works Department **BE APPROVED:**

<u>Position Title</u>	<u>Function</u>	<u>Grade</u>	<u>Salary Range</u>
Project Maintenance Engineer	Budget preparation, special project coordination, grievance administration, systems development.	K	\$40,330.68-\$47,474.96

NOTE: Funds accommodated within the existing Departmental budget.

1989 June 27

4. That the fees paid to the City Doctor BE INCREASED by 4.5% effective 1989 January 1.

NOTE: This increase was approved in the 1989 Hamilton Fire Department budget.

5. That the pay grade of the following non-union position in the Community Development Department BE APPROVED:

<u>Position Title</u>	<u>Function</u>	<u>Grade</u>	<u>Salary Range</u>
Assistant to the General Manager- Non-Profit Housing	Responsible for providing assistance to the General Manager, Non-Profit Housing in the administration of the non-profit housing program.	N	\$31,989.36- 37,722.36

NOTE: Funds for this position were approved in the 1989 Budget.

This position is essential for assistance in the large number of programs currently being undertaken by the program.

6. That the Appointments to and Terminations from Permanent Positions with the Corporation to 1989 June 6, attached herewith and marked APPENDIX "A", BE APPROVED.

Respectfully submitted,

ALDERMAN B. HINKLEY, CHAIRMAN
PERSONNEL COMMITTEE

Susan K. Reeder
Secretary
1989 June 21

1989 June 27

THE CORPORATION OF THE CITY OF HAMILTON

APPOINTMENTS TO PERMANENT POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON HIRED	SALARY SCHEDULE	RATE	EFFECTIVE DATE
*Mr. David King	Internal Auditor (H)	Chief Administrator's Office	New position approved by Council March 23/89	\$19,417.66 to \$59,245.72	\$59,245.72 per annum (6 of 6)	June 26, 1989
Mr. Peter Barkwell	Litigation Counsel (F)	City Solicitor's	Replacing Mr. M. Hubar - resigned	\$57,099.64 to \$67,189.20	\$67,099.64 per annum (1 of 6)	May 08, 1989
Mr. Gary A. Daly	Building Inspector (A-12)	Building	Replacing Mr. B. Moon - promoted	\$32,264.44 to \$37,651.84	\$32,264.44 per annum (1 of 5)	May 01, 1989
Ms. Helen M. Groeneveld	Jr. Cost Control Clerk (A-3)	Culture & Recreation	Replacing Ms. R. Ryan - retired	\$21,631.48 to \$24,573.64	\$24,573.64 per annum (1 of 4)	May 22, 1989
Mr. Robert D. Grubb	Maintenance Assistant (6)	Convention Centre (division of H.E.C.P.I.)	Replacing Mr. R. Galway - resigned	\$19,147.96	\$19,147.96 per annum	April 27, 1989
Ms. Anita Guest	Stenographer IV (E-2)	Community Development	Replacing Ms. D. Pellerin - resigned	\$18,625.36 to \$20,065.24	\$18,625.36 per annum (1 of 3)	May 18, 1989
Mr. Charles Guthro	Superintendent of Operations (J)	Central Garage (division of Public Works)	New Position approved by Council March 26/89	\$45,519.24 to \$53,659.84	\$51,481.04 per annum (4 of 5)	Jan. 02, 1989
Mr. Grant G. Helle	Labourer (B-2)	Parking Authority	Replacing Ms. I. Lindsay - terminated	\$21,612.76 to \$23,312.64	\$21,612.76 per annum (1 of 2)	May 23, 1989

Prepared 06 June 1989

Appendix "A" as referred to in Section 6 of the TENTH Report for 1989 of the Personnel Committee.

* Appointment of Mr. David King, referred back

1989 June 27

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Ken Jones	Control Room Clerk (PA 6)	Parking Authority	Replacing Ms. C. MacGregor - resigned	\$18,156.84 to \$19,029.92	\$18,156.84 per annum (1 of 2)	May 17, 1989
Ms. Winifred Keenan	Clerk III (E-1)	Clerk's	Replacing Ms. L. Everets - promoted	\$17,699.24 to \$19,026.80	\$17,699.24 per annum (1 of 3)	April 24, 1989
Mr. John Lane	Building Inspector (A-12)	Building	Replacing Mr. W. Baxter - retired	\$32,264.44 to \$37,851.84	\$37,851.84 per annum (1 of 5)	May 01, 1989
Mr. Ian MacKenzie	Tractor Operator (D-9)	Public Works	Replacing Mr. C. Polsky - retired	\$26,391.04 to \$26,807.04	\$26,391.04 per annum (1 of 2)	May 15, 1989
Mr. Julian Nicholson	Box Office Clerk (6)	Copps Coliseum (division of H.E.C.F.I.)	Replacing Ms. S. Bowes - resigned	\$19,147.96	\$19,147.96 per annum	May 15, 1989
Ms. Joan M. Orford	Supervisor of Cleaners II (0)	Property	Replacing Mr. C. Villeneuve - terminated	\$29,776.86 to \$33,823.92	\$31,187.00 per annum (3 of 5)	March 27, 1989
Ms. Elizabeth L. Robinson	Labourer (D-5)	Public Works	Replacing Mr. S. Roy - resigned	\$25,823.20 to \$26,239.20	\$25,823.20 per annum (1 of 2)	May 23, 1989
Ms. Sheila Rotondi	Typist Clerk II (E-2)	Treasury	Replacing Ms. H. Groenewald - promoted	\$18,625.36 to \$20,065.24	\$18,625.36 per annum (1 of 3)	March 29, 1989

Prepared 06 June 1989

1989 June 27

THE CORPORATION OF THE CITY OF HAMILTON

APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Joseph Sadauskas	Traffic Serviceman/ Woman I (A-4)	Traffic	Replacing Mr. M. Cosentino - promoted	\$23,189.40 to \$26,136.84	\$24,059.84 per annum (2 of 5)	April 01, 1989
Mr. Gunther Schneider	Tree Climber (D-9)	Public Works	Replacing Mr. W. McGuire - resigned	\$26,391.04 to \$26,807.04	\$26,391.04 per annum (1 of 2)	May 15, 1989
Mr. John Turner	Foreman/Woman III (Districts) (13C)	Public Works	Replacing Mr. R. Wells - promoted	\$27,837.68 to \$31,969.60	\$27,837.68 per annum (1 of 3)	May 15, 1989
Mr. C. M. Van Berkel	Legislative Technologist (A-12)	Traffic	New Position approved in 1989 Budget	\$32,264.44 to \$37,851.84	\$32,264.44 per annum (1 of 5)	May 01, 1989
Mr. Greg Williams	General Foreman/ Woman (Turf) (M)	Public Works	Replacing Mr. C. Firth-England - promoted	\$34,397.48 to \$40,474.72	\$34,397.48 per annum (1 of 5)	May 17, 1989

Prepared 06 June 1989

1989 June 27

THE CORPORATION OF THE CITY OF HAMILTON
TERMINATIONS FROM PERMANENT POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON	LENGTH OF SERVICE	EFFECTIVE DATE
Mr. A. Apps	Attendant I	Property	Retired	21 years, 2 months	June 1, 1989
Ms. Doris Blackwell	Stenographer IV	Public Works	Retired	4 years, 6 months	April 22, 1989
Mr. Robert Cook	Labourer	Public Works	Retired	25 years, 11 months	May 31, 1989
Ms. Cynthia Cornell	Receptionist/Secretary	Convention Centre (division of H.E.C.F.I.)	Terminated	less than 1 month	May 26, 1989
Ms. Susan Hamilton	Aquatic Supervisor	Culture & Recreation	Resigned	10 years, 9 months	June 11, 1989
Ms. Martha Hercus	Events Co-ordinator	Convention Centre (division of H.E.C.F.I.)	Resigned	2 years, 8 months	June 6, 1989
Mr. Mike Leroux	Motor Mechanic (Class A)	Central Garage (division of Public Works)	Resigned	3 years, 1 month	May 19, 1989
Ms. Cathy MacGregor	Control Room Clerk	Parking Authority	Resigned	1 1/2 months	May 15, 1989
Mr. Gerald McManus	Building Inspector	Building	Terminated	14 years, 8 months	May 19, 1989
Ms. Caroline Moran	Library Clerk	Library	Resigned	3 years, 8 months	May 26, 1989
Ms. Debbie Pellerin	Stenographer IV	Community Development	Resigned	2 years, 5 months	June 9, 1989
Mr. T. Prince	Truck Driver	Public Works	Resigned	7 years, 7 months	May 16, 1989
Ms. Regina Ryan	Junior Cost Clerk	Culture & Recreation	Retired	20 years, 10 months	May 31, 1989
Ms. Carol Simmons	Historical Interpreter	Culture & Recreation	Resigned	8 months	May 17, 1989

Prepared 06 June 1989

1989 June 27

REPORT OF THE FINANCE COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Finance Committee presents its THIRTEENTH Report for 1989 and respectfully recommends:

1. That a purchase order be issued to Equipment Centre, Stoney Creek, in the amount of \$13 240.80 for the replacement of one (1) concrete saw, unit no. 9917, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of three (3) tenders received. Funds provided in Reserve for Replacement of Mobile Equipment Account No. RF55006 25201.

2. That a purchase order be issued to Eastgate Ford Sales & Service, Hamilton, in the amount of \$276 764.04 for the replacement of three (3) sander trucks with plows, units nos. 9205, 9212, 9227 and the purchase of one (1) new unit, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of two (2) tenders received. Funds provided in Reserve for Replacement of Mobile Equipment Account No. RF55006 25201 (3) and Account No. CF5503 608951002 (1).

3. That a purchase be issued to Altruck Transportation Services, Hamilton, in the amount of \$58 865 for the replacement of one (1) chassis with lugger body mounted, unit 9040, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of two (2) tenders received. Funds provided in Reserve for Replacement of Mobile Equipment Account No. RF55006 25201.

1989 June 27

4. That a purchase order be issued to Vermeer Sales & Service, Mississauga in the amount of \$70 891.20 for the replacement of two (2) brush chippers units nos. 9620/9626 and the purchase of one (1) new brush chipper, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest acceptable of three (3) tenders received. Funds provided in Reserve for Replacement of Mobile Equipment Account No. RF55006 25201 (2) and Parks Maintenance Operating Equipment Account No. CH58005 62102 (1).

5. That a purchase order be issued to Bryan's Farm & Industrial, Puslinch in the amount of \$55 512 for the replacement of two (2) integral wheel loader backhoes nos. 9050, 9051, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of three (3) tenders received. Funds provided in Reserve for Replacement of Mobile Equipment Account No. RF55006 25201.

6. That a purchase order be issued to G. C. Duke Equipment, Burlington, in the amount of \$26 892 for the replacement of three (3) national triplex mowers, units no. 9850, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Only tender received. Funds provided in Reserve for Replacement of Mobile Equipment Account No. RF55006 25201.

As this equipment is required immediately for the grass cutting season, and the next meeting of City Council is not until June 27, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

1989 June 27

7. That a purchase order be issued to Carter G. M. Trucks, Hamilton, in the amount of \$19 350.91 for the replacement of one (1) 3/4 ton van, unit no. 9347, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Only tender received. Funds provided in Reserve for Replacement of Mobile Equipment Account No. RF55003 25201.

As this van is a 1989 in-stock vehicle required for immediate delivery, and the next meeting of City Council is June 27, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

8. That a purchase order be issued to Milton Equipment, Division of Phelpco Inc., Milton, in the amount of \$16 191.36 for the replacement of one (1) compact tractor unit no. 9506, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of five (5) tenders received. Funds provided in Reserve for Replacement of Mobile Equipment Account No. RF55006 25201.

As this tractor is required as soon as possible and the next meeting of City Council is June 27, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

1989 June 27

9. That a purchase order be issued to Crossroads Equipment, Jerseyville, in the amount of \$38 140.22 for the replacement of two (2) turf tractors units nos. 9477, 9475 Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of four (4) tenders received. Funds provided in Reserve for Replacement of Mobile Equipment Account No. RF55006 25201.

As these tractors are required as soon as possible and the next meeting of City Council is June 27, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

10. That a purchase order be issued to G. C. Duke Equipment, Burlington, in the amount of \$58 131 for the replacement of three (3) front mount mowers, units no. 9920 and the purchase of two (2) new mowers, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of four (4) tenders received. Funds provided in Reserve for Replacement of Mobile Equipment Account No. RF55006 25201 (3), and Parks Maintenance Operating Equipment Account No. CH58005 62101 (2).

As this equipment is required immediately for the grass cutting season, and the next meeting of City Council is not until June 27, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

1989 June 27

11. That a purchase order be issued to G. C. Duke Equipment Ltd., Burlington, in the amount of \$66 582 plus provincial sales tax extra at 8% for the replacement of six (6) front mount mowers, for Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of eight (8) tenders received. Funds provided in Reserve for Replacement of Mobile Equipment Account No. RF55006 25201.

As this recommendation was received after the Committee meeting 1989 May 23, and as this equipment is required as soon as possible, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

12. That the \$2 100 required for the City's share of "signing" for the hearing impaired of Council meeting shown on Cable 14, as approved by City Council 1989 May 30, be charged to the Unclassified Expenditure Account.

13. That the settlement of \$190 000 to Dufferin Construction relating to the Gore Park project, as approved by City Council 1989 May 30, in adopting Section 8 of the Eleventh Report of the Co-ordinating Committee, be financed as follows:

\$ 78 513.46 - to the project account, representing
the unexpended funds remaining

\$ 111 406.54 - to the Reserve for Uninsured Losses

\$ 190 000.00

14. That vehicle no. 9237, a 1975 International Harvester Sander instead of No. 9212, a 1980 International Harvester Sander, be replaced from the 1989 Equipment Reserve Account.

1989 June 27

15. (a) That a 1989 Fixed General Grant in the amount of \$1 000 for "Just Say No" Committee, be approved.
- (b) That a 1989 Fixed General Grant in the amount of \$1 500 for the Association of Racalmutese Maria S.S. Monte, be approved.
- (c) That a 1989 Fixed General Grant in the amount of \$200 for the Softball Umpire Development Program, be approved.
- (d) That these grants be funded from within the appropriate Grant Accounts No. CH5AXXX 200XX.
16. (a) That the following appeal recommendations for the 1989 grants listed below in the total amount of \$2 000, be approved.

Applicant	1989 Grant Request	Original Recommended Amount	Recommendation on Appeal Amount Category	
(i) Wesley Urban Ministries	\$ 67 669	\$ 5 000	NIL	N/A
(ii) Music Here and Now	\$ 1 210	NIL	NIL	N/A
(iii) Royal Canadian College of Organists	\$ 4 550	NIL	\$2 000 One-Time	
		TOTAL	\$2 000	

NOTE: The grant to the Royal Canadian College of Organists is to defray the costs of a luncheon to be held on 1989 July 24.

The group is receiving a grant from the Regional Municipality of Hamilton-Wentworth in the amount of \$1 300, however this grant is generally to defray the costs of their convention to be held 1989 July 24 to July 27.

- (b) That these grants be funded from within the appropriate Grant Accounts No. CH5AXXX 200XX.

1989 June 27

17. That the Summary Report containing a listing and amounts of approved Settlement of Claims attached hereto as APPENDIX "A", be approved.
18. That leave be granted to introduce the following Bill:

G-14 By-law to Exempt from Taxes -
The Sisters of Social Service -
88 Fennell Avenue West.

Respectfully Submitted,

ALDERMAN W. M. McCULLOCH, CHAIRMAN
FINANCE COMMITTEE

John Thompson, Secretary
1989 June 20

mjw

1989 June 27

FINANCE COMMITTEE

SUMMARY OF APPROVED SETTLEMENT OF CLAIMS

<u>PLAINTIFF</u>	<u>DEFENDANT</u>	<u>NATURE OF CLAIM</u>	<u>AMOUNT OF SETTLEMENT</u>
City of Hamilton and Boyle	Devries	Motor Vehicle Accident 1987 June 01	\$ 220.70
Glavicic	City of Hamilton	Motor Vehicle Accident 1987 September 18	\$ 3 000.00
City of Hamilton and Turner Jeffrey	Todd Et Al	Motor Vehicle Accident 1985 May 09	\$ 8 004.81
Gaulton	City of Hamilton	Trip and Fall 1986 January 13	The City of Hamilton agrees to an Order dismissing the action against it without cost. However, the City will be responsible for payment of its own legal fees.

APPENDIX "A" as referred to in
Section 17 of the
THIRTEENTH Report
of the
Finance Committee

1989 June 27

REPORT OF HIS WORSHIP MAYOR ROBERT M. MORROW

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Mayor presents his SECOND Report for 1989 and respectfully recommends:

1. That the following resolution received from the Six Nations of the Grand River be adopted:

"WHEREAS, the Native people are the original inhabitants of the North American continent; and

WHEREAS, the majority of Canadians recognize a moral obligation to support Native peoples in their effort to secure their aboriginal and treaty rights; and

WHEREAS, all levels of education, including post-secondary, is an aboriginal and treaty right; and

WHEREAS, the federal government is constitutionally responsible for Indian people; and

WHEREAS, the demand for post-secondary education for Native people has increased over the past ten years, and further that the federal government has stated that it can no longer support the increased need for education; and

WHEREAS, education is a major component of development both for individual and community self-sufficiency; and

WHEREAS, appropriate provision for Native education NOW will lead to a reduction in social assistance funding over the extended period of time:

THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the City of Hamilton petition the Prime Minister to direct the Minister of Indian Affairs to place a moratorium on the policy entitled "Post-Secondary Student Assistance Program" and establish appropriate consultation between the federal government and the leaders of First Nations in Canada to resolve this matter according to the education needs of Native students;

BE IT FURTHER RESOLVED THAT in the interim, the funding levels for Native post-secondary education be maintained according to the former E-12 guidelines and that the budget for this funding not be capped.

1989 June 27

BE IT FURTHER RESOLVED THAT the Council of the Corporation of the City of Hamilton call on elected federal representatives (M.P.s) to keep the issue of post-secondary funding for Native students on the federal government agenda until it is appropriately resolved."

RESPECTFULLY SUBMITTED

ROBERT M. MORROW
MAYOR

S. Glover, Secretary
Mayor's Race Relations Committee

1989 June 27

REPORT OF THE INFORMATION SYSTEMS COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Information Systems Committee presents its SIXTH Report for 1989 and respectfully recommends:

1. (a) That the position of Accounts Payable/Accounts Receivable Clerk be included in the Organization Chart for Information Systems.
- (b) That the position of Clerk Typist III be eliminated.
- (c) That this Report be forwarded to the City of Hamilton Personnel Committee for approval and to the Region's Personnel and Finance Committee for information.

NOTE: No additional funds are being requested or are required for this staff reassignment.

Agenda Item #4

Respectfully Submitted,

ALDERMAN J. GALLAGHER, CHAIRMAN
INFORMATION SYSTEMS COMMITTEE

John Thompson, Secretary
1989 June 22

mjlw

1989 June 27

FOR THE INFORMATION OF COUNCIL

- (a) The minutes of 1989 May 25 meeting of the Information Systems Committee were received and adopted as presented.

Agenda Item #1

- (b) Presentation by Mr. J. G. Hindson,
Director of Information Systems

The Committee received a presentation of the issues and benefits of Computer Communications Networking.

Agenda Item #3

THE FOLLOWING ITEMS WERE RECEIVED FOR INFORMATION

- (a) Network Communications Study
Project Initiation and Manager

Agenda Item #5

- (b) Parcil Project - Landbase Development Vendor Selection

Agenda Item #6

- (c) Computer Disk Storage Upgrade

Agenda Item #7

REPORT OF THE SPECIAL COMMITTEE TO ADMINISTER
THE HAMILTON-SCOURGE PROJECT

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Special Committee to Administer the HAMILTON-SCOURGE Project presents its **SECOND** Report for 1989 and respectfully recommends:

1. That the Proposal by Dr. Robert D. Ballard to Complete Phases 1, 2 and part of Phase 3 of the HAMILTON-SCOURGE Project Feasibility Study Plan be approved and forwarded to the HAMILTON-SCOURGE Project Steering Committee.

NOTE: Phase 1 consists of Project Initiation; Phase 2 consists of a first series of Dives, to obtain controlled scaled imagery of the two ships and their associated artifacts. Secondary objectives are conservation-related. These data and observations are required to prepare a "map" of the site for use in planning the conservation sampling programme in Phase 3. The primary objective of Phase 3 is to obtain samples of wood and other substances for conservation analysis.

2. That an Expression of Thanks be sent to Members of the HAMILTON-SCOURGE Project Technical Study Team for their work on the Feasibility Study Plan.

NOTE: The Plan has the effect of terminating the work of the Team as a whole. It was unanimously approved by members of the Technical Study Team, (b) members of the Feasibility Study Steering Committee established by the Minister of Culture and Communications, and (c) on Tuesday, 30 May 1989 by Hamilton City Council.

Respectfully submitted,

ALDERMAN W. M. McCULLOCH, CHAIRMAN
SPECIAL COMMITTEE TO ADMINISTER
THE HAMILTON-SCOURGE PROJECT

E. Cain, Acting Secretary
1989 June 28



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